

## SERVICE AGREEMENT FOR OPEN SPACES COORDINATOR

THIS SERVICE AGREEMENT for an Open Spaces Coordinator ("Agreement"), is made this 11<sup>th</sup> day of MARCH, 2025 ("Effective Date"), by and between the **City of Fort Lauderdale**, a Florida municipality ("City"), with its principal address located at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301 and **A & R Enterprises of So. FL Inc. d/b/a rAv Communications**, a Florida profit corporation ("Contractor") with its principal address located at 612 Southwest 13<sup>th</sup> Avenue, Fort Lauderdale, Florida 33312; Email: [ari@ravcommunications.com](mailto:ari@ravcommunications.com); Phone: (954) 205-8754, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor covenant and agree as follows:

### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals Event No. 368 - Open Spaces Coordinator, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated November 13, 2024, ("Exhibit B"), except that any language contained in Exhibit B suggesting that any part of Exhibit B is confidential is deleted by this reference.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated March 11<sup>th</sup>, 2025 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

#### II. SCOPE

The Contractor is retained as an open spaces coordinator to provide management, coordination, and staffing services that will further the City's Parks and Recreation Departments goal to activate open space areas on the City's Barrier Island and, more specifically, in the areas located at Las Olas Oceanside Park, Galt

Plaza/North Beach Restaurants and Shoppes (NE 32<sup>nd</sup> and 33<sup>rd</sup> Avenues), and Intracoastal Promenade (south of the Las Olas Bridge), in accordance with the terms, conditions, and specifications in the RFP (the "Work"). The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall be for a period of one (1) consecutive year which shall commence on March 4, 2025, and shall terminate on March 3, 2026. The City reserves the right to extend this Agreement for three (3) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to

Contractor to reimburse Contractor's expenses.

#### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

#### **VI. GENERAL CONDITIONS**

##### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

##### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

##### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent

contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the

cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and

volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor

and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### **M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

## **N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

## **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship

that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

#### **Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### **R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

#### **S. Severance**

In the event a portion of this Agreement is found by a court of competent

jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

#### **T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

## **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## **Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or

shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

#### **AA. Scrutinized Companies**

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is

engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

## **DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

#### **EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

AS TO CITY:

Susan Grant  
Acting City Manager  
City Fort Lauderdale  
101 NE 3<sup>rd</sup> Ave, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to:

D'Wayne M. Spence

Interim City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

FOR CONTRACTOR: Arianne Glassman  
President  
A & R Enterprises of So. FL Inc.  
d/b/a rAv Communications  
612 Southwest 13<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33312

**FF. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the CONTRACTOR shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the CONTRACTOR under penalty of perjury attesting that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

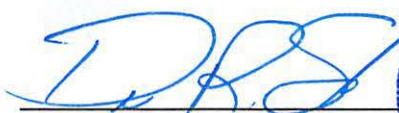
**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

CITY OF FORT LAUDERDALE, a  
Florida municipality

ATTEST:

   
David R. Solomon, City Clerk Susan Grant  
  
By:   
Acting City Manager

Date: March 11, 2025

Approved as to Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By:   
Patricia Saint Vil-Joseph  
Assistant City Attorney

**CONTRACTOR**

**A & R ENTERPRISES OF SO. FL INC. D/B/A  
RAV COMMUNICATIONS, a Florida profit  
corporation**

**WITNESSES**

Codie McDonald

Signature

Codie McDonald

Print Name

Michael P. Szoc

Signature

MICHAEL P. SZOC

Print Name

By: Arianne Glassman

**Arianne Glassman, President**

**Event # 368-0****Name:** Open Spaces Coordinator

**Description:** The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide management, coordination and staffing to further the City's Parks and Recreation Departments goal to activate open space areas . The areas include Las Olas Oceanside Park and Galt Plaza/North Beach Restaurants and Shoppes (NE 32 and 33rd) avenue) and Intracoastal Promenade (south of the Las Olas Bridge) in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for additional three (3) one-year terms.

**Buyer:** ROSE, HEATHER**Status:** Pending Award**Event Type:** RFP**Currency:** USD**Sealed Bid:** Yes**Respond To All Lines:** Yes**Q & A Allowed:** Yes**Number Of Amendments:** 0**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled**Event Dates****Preview:****Q & A Open:** 10/14/2024 11:05:00 AM**Open:** 10/14/2024 11:00:00 AM**Q & A Close:** 10/30/2024 05:00:00 PM**Close:** 11/15/2024 02:00:00 PM**Dispute Close:****Questions**

Question	Response Type	Attachment
Did you complete the required forms?	Yes No Text	Required Forms.pdf

## Event # 368-0: Open Spaces Coordinator

Question	Response Type	Attachment
Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached - Anti-Human Trafficking Affidavit Per Florida Statute 787.06 (2024), (13).	Yes No	8. Anti-Human Trafficking Affidavit.pdf
Florida Statute 787.06 (2024), (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).		

### Attachments

Name	Attachment
General Conditions	General Conditions.pdf
Exhibit 1	Exhibit 1 - Locations.pdf
Specifications	Event 368 Specifications.pdf

### Contacts

Name	Email Address
HEATHER ROSE	hrose@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
958	MANAGEMENT SERVICES

## Event # 368-0: Open Spaces Coordinator

Commodity Code	Description
962-05	Amusement and Entertainment Services (Incl. Performing Arts
962-34	Event Planning Services

### Line Details

#### Line 1: OPEN SPACES SERVICES

**Description:** Proposer must enter the total annual fee (yearly cost) for services to provide management services, staffing and coordination per the complete terms and specifications contained in this RFP. No additional costs will be allowed. The annual fee will be paid to the awarded Contractor in 12 monthly installments. The annual fee will be paid in 12 monthly installments. Month X 12 = \$ \_\_\_\_\_ /Annual

**Item:** OPEN SPACES SERVICES    OPEN SPACES SERVICES

**Commodity Code:** 958    MANAGEMENT SERVICES

**Quantity:** 1.0000

**Unit of YR  
Measure:**

**Require Yes  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 1 Comments

Title	Type	Comment
Requisition Line Comment	Print On Purchase Order	Proposer must enter the total annual fee (yearly cost) for services to provide management services, staffing and coordination per the complete terms and specifications contained in this RFP. No additional costs will be allowed. The annual fee will be paid to the awarded Contractor in 12 monthly installments. The annual fee will be paid in 12 monthly installments. Month X 12 = \$ _____ /Annual

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide management, coordination and staffing to further the City's Parks and Recreation Departments goal to activate open space areas on the Barrier Island. The areas include Las Olas Oceanside Park and Galt Plaza/North Beach Restaurants and Shoppes (NE 32 and 33<sup>rd</sup> avenue); and Intracoastal Promenade (south of the Las Olas Bridge) in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Heather Rose at (954) 828-5142 or email at [HRose@fortlauderdale.gov](mailto:HRose@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

### 1.3 Pre-proposal Conference and Site Visit

There will not be a pre- bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in

this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

**1.5 Electronic Bid Openings/Proposal Closings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

**2.1 General Conditions**

RFP General Conditions (Rev. 08/23) are included and made a part of this RFP.

**2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

**2.3 Changes and Alterations**

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

**2.4 Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

**2.5 Pricing/Delivery**

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

**2.6 Price Validity**

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**2.7 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The proposer shall examine this RFP carefully. The submission of a Proposal shall be *prima facie* evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

**2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

Proposers shall be in the business of event production and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope

of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.17.1** Proposer or principals shall have relevant experience in event production. Project manager assigned to the work must have experience in event production and have served as project manager on similar projects.
- 2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

**2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b.** List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

**2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

**2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

#### **2.20.5 Definitions**

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

#### **2.21 Protest Procedure**

- 2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

- 2.21.2 The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

#### **2.22 Public Entity Crimes**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.24** **Proposal Security – N/A**

**2.25** **Payment and Performance Bond – N/A**

**2.25** **Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### **2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently

in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements.

All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**2.27 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

**2.28 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.29 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.30 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.31 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.31.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.31.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period

in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.32 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.33 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

**2.34 Manufacturer/Brand/Model Specific Request – N/A**

**2.35 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for additional three (3) one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.36 Cost Adjustments – N/A**

**2.37 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.38 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.

- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

#### **2.39 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### **2.40 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

#### **2.41 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

#### **2.42 Condition of Trade-In Equipment – N/A**

#### **2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A**

#### **2.44 Verification of Employment Status – N/A**

#### **2.45 Service Organization Controls – N/A**

#### **2.46 Warranties of Usage – N/A**

#### **2.47 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

### **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

The City of Fort Lauderdale is soliciting requests for proposals (RFP) from qualified professional firms, hereinafter referred to as the Contractor, to provide management, coordination, and staffing to support the City's Parks and Recreation Department in activating open space areas. The target areas include:

- Las Olas Oceanside Park
- Galt Plaza/North Beach Restaurants and Shoppes
- Intracoastal Promenade (south of the Las Olas Bridge)

**These locations are identified in Exhibit 1.**

The successful firm will demonstrate proven experience in managing, coordinating, and promoting special events, activating public and/or private spaces for public enjoyment, and securing sponsorships. The Contractor should be capable of collaborating with governmental and non-governmental entities, businesses, and community stakeholders.

All proposed programming must receive prior approval from the Director of Parks and Recreation or their designee before advertising and marketing events. Event details, including type, dates, times, and expected attendance, must be clearly defined. The City reserves the right to prioritize certain dates for City events and can cancel Contractor's events if necessary (e.g., natural disasters, emergencies, operational needs).

The Contractor will also oversee free external events at the specified locations, coordinating with other event applications received by the Parks Department to prevent conflicts and ensure a cohesive annual activation plan. The City's yearly budget for this proposal is \$115,000. There will be no rental charge for events/activations, and the Contractor will retain 100% of any revenue or sponsorship obtained.

Contractor will be responsible for marketing events through various media platforms. Cross-marketing initiatives may be leveraged by the Beach Business Improvement District (BBID), Convention & Visitors Bureau (CVB), and the Chamber of Commerce. Proposed events may include, but are not limited to, movie nights, farmers markets, concerts, and art festivals.

#### **3.01 Scope of Services**

##### **Task 1: Develop, Coordinate, and Promote Special Events, Including Seeking Sponsorships**

- a. Develop, coordinate, and promote events at the three specified sites on the Barrier Island.
- b. Plan and facilitate events in coordination with the City of Fort Lauderdale, Broward County, non-governmental agencies, and businesses.
- c. Actively seek sponsorships to enhance event offerings and provide free events to the public.
- d. Expand marketing initiatives through various media platforms, leveraging existing efforts by the Beach Business Improvement District (BBID), Convention & Visitors Bureau (CVB), City of Fort Lauderdale and Chamber of Commerce.

**Task 2: Activate the Three Open Space Areas with Various Entertainment/Activities**

- a. Enhance and expand current marketing efforts to maximize the use of the areas.
- b. Propose a variety of events that cater to diverse entertainment and recreational needs.
- c. Event types may include concerts, farmers markets, running events, triathlons, festivals, and other activities that promote community engagement and enjoyment.

**Task 3: Execute Work Program**

- a. Implement activation initiatives as recommended by the Parks and Recreation Director or their designee.
- b. Submit quarterly reports detailing past events, estimated attendance, sponsorship details, and marketing deliverables.
- c. Coordinate with external vendors seeking to host events at the specified locations. Contractor will meet with event organizers, coordinators and/or promoters, work as a special event liaison with the City and provide adequate staff to coordinate any and all City site inspection, for pre and post event.

**END OF SECTION**

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and

that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project including:

1. Describe the benefits of proposed events and activations for the surrounding community and residents.
2. Provide examples of similar events previously executed by the firm.
3. Describe the firm's experience in organizing successful events and activations.
4. Outline strategies for community outreach to address and incorporate community concerns and needs.

5. Explain how the firm will integrate existing recurring events into the activation schedule.
6. Provide a tentative schedule for activations upon contract approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

#### **4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### **4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.8 Required Forms**

**A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

**B. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

**C. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

**D. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

**E. Disadvantaged Business Enterprise Preference (DBEP)**

This form is to be completed, if applicable, and inserted in this section.

**F. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**G. E-Verify Affirmation Statement**

This form must be completed and returned with your proposal.

**H. Affidavit of Compliance**

This form must be completed, notarized, and returned with your proposal.

**I. Anti-Human Trafficking Affidavit**

This form must be acknowledged.

**J. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**K. W-9 for Proposing Firm**

**L. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

*END OF SECTION*

## **SECTION V – EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

#### **5.1.1 Bid/Proposal Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email [ProcurementSupport@fortlauderdale.gov](mailto:ProcurementSupport@fortlauderdale.gov), for more information.

- 5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- 5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- 5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- 5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### **5.2 Evaluation Criteria**

- 5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

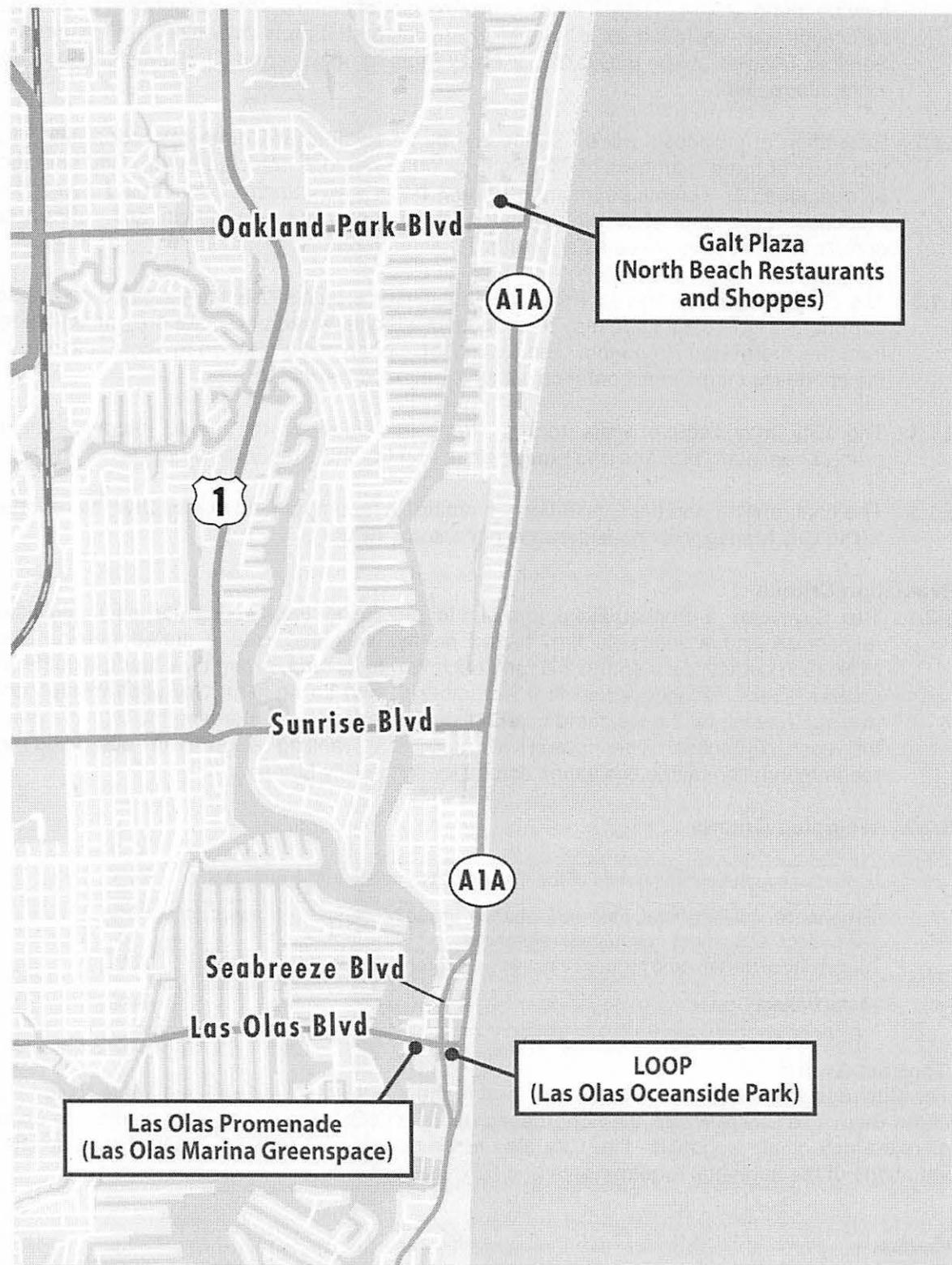
#### **5.2.2 Weighted Criteria**

Understands the overall needs of the City as presented in in the proposal.	20%
Experience, qualifications, past performance, including persons proposed for the project, equipment, resources, references.	30%
Suitability of the firm and proposed activities/Approach to the Scope of Work	20%
Total Project Cost	30%

### **5.3 Contract Award**

The City reserves the right to award a contract to that Contractor who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

## Provide Management Services for Barrier Island Open Space Activation



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

**1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

**1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

**1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

**1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

**1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

**1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

**1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

**1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### **1.11 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

#### **1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

##### **2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

**INVITATION TO BID (ITB)** The solicitation document used for soliciting competitive sealed bids for goods or services.

**INVITATION TO NEGOTIATE (ITN)** All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

**REQUEST FOR PROPOSALS (RFP)** A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

**REQUEST FOR QUALIFICATIONS (RFQ)** A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

**BID** – a price and terms quote received in response to an ITB.

**PROPOSAL** – a proposal received in response to an RFP.

**BIDDER** – Person or firm submitting a Bid.

**PROPOSER** – Person or firm submitting a Proposal.

**RESPONSIVE BIDDER** – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

**RESPONSIBLE BIDDER** – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

**CONTRACTOR** – Any firm having a contract with the city. Also referred to as a "Vendor".

**CONTRACT** – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

**CONSULTANT** – A firm providing professional services for the city.

##### **2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

#### **PART III BIDDING AND AWARD PROCEDURES:**

##### **3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

##### **3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

**3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

**3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

**3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

**3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

**3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

**3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

**3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

**3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

**3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

**5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

**5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

**5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

**5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

**5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

**5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

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**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

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Authorized Signature

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Title

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Name (Printed)

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Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

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Authorized Signature

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Print Name and Title

---

Date



### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

---

Company Name

---

Name (Printed)

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Signature

---

Title

---

Date



## **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

---

Company Name

---

Name (Printed)

---

Signature

---

Title

---

Date



## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

PRINT NAME

SIGNATURE

DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) \_\_\_\_\_ is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) \_\_\_\_\_ is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) \_\_\_\_\_ is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) \_\_\_\_\_ is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(i), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_, as

\_\_\_\_\_ for \_\_\_\_\_, who is

personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



### **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **REFERENCES**

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued						
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## DEPARTMENT OF FINANCE – PROCUREMENT

# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of \_\_\_\_\_, a \_\_\_\_\_ (State) \_\_\_\_\_ (Type of Entity), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is \_\_\_\_\_.
2. I am an \_\_\_\_\_ officer or \_\_\_\_\_ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: \_\_\_\_\_

Name of Officer or Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ FEIN No.: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

(Signature of Notary Public – State of \_\_\_\_\_)

(SEAL)

Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## Question and Answer

---

**Company:** 10

**Event #:** 368-0

**Event Name:** Open Spaces Coordinator

**Supplier:** 3395

**Supplier Name:** Code RED Event Group, LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Gary Van Horn

**Date Received:** 10/14/2024 11:10:51 AM

**Date Answered:** 10/16/2024 05:33:04 PM

**Question:** Could you please share the previous contract the city had for this position?

**Answer:** Please visit the Procurement Services web site and Active Contracts to review the existing contract documents for 12369 - 505 Open Spaces Coordinator / Infor Contract 121

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>

## Question and Answer

---

**Company:** 10

**Event #:** 368-0

**Event Name:** Open Spaces Coordinator

**Supplier:** 3395

**Supplier Name:** Code RED Event Group, LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Gary Van Horn

**Date Received:** 10/14/2024 11:11:19 AM

**Date Answered:** 10/16/2024 05:06:58 PM

**Question:** Has the contract recently expired, and are they just going through the rebidding process?

**Answer:** The current contract has not yet expired.

## Question and Answer

---

**Company:** 10

**Event #:** 368-0

**Event Name:** Open Spaces Coordinator

**Supplier:** 3542

**Supplier Name:** BEACHSIDE EVENTS

**Supplier Contact:** 1

**Supplier Contact Name:** ALAN ANDAI

**Date Received:** 10/17/2024 11:01:30 AM

**Date Answered:** 10/22/2024 04:05:06 PM

**Question:** Can you kindly clarify if the contract scope of work is to offer coordination services only? The proposal amount we provide should not include the expenses to produce the events? How many events usually take place in a year?

**Answer:** No, the vendor is responsible for programming and activating the spaces, which includes hosting their own events and overseeing City-approved events, as well as managing all aspects of event production, coordination, and execution.

No, the proposal should only reflect the management fee. The vendor covers all event related costs and can retain any revenue (e.g., vendor fees, sponsorships).

The number of events vary depending on the calendar and what the proposer plans, with events ranging from small to large as approved by the department.

## Question and Answer

---

**Company:** 10

**Event #:** 368-0

**Event Name:** Open Spaces Coordinator

**Supplier:** 27

**Supplier Name:** A&R Enterprises of So FL, inc

**Supplier Contact:** 1

**Supplier Contact Name:** Arianne Glassman

**Date Received:** 10/25/2024 09:53:48 AM

**Date Answered:** 10/28/2024 05:28:18 PM

**Question:** Please see the uploaded attachment. Thank you!

**Answer:** The attached document provides answers to the questions previously asked.

- **Question – Section 2.9 Payment Method** The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. **Additionally, in Section 2.7** it states "Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act."
  - Are credit card payments processed in less than 45 days?
  - Are check payments an option, considering credit processing fees can be upwards of 3%.
- **Question – Technical Specifications: Section 3 States:** The City's yearly budget for this proposal is \$115,000, while, **Section 2.35 Contract Period** states: The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date or the day after the current contract expires, whichever is later, and **Section 2.36** notes, Cost Adjustments – N/A
  - Does this mean the budget of \$115,000 is allocated each year, if all additional three-year extensions are renewed, or is there an opportunity to renegotiate the budget based on cost of doing business adjustments year after year?
  - If so, is there a cap in place for the amount of increase, and what evidence needs to be provided to qualify?
- **Question - Section III - Technical Specifications/Scope Of Services**  
 The Contractor will also oversee free external events at the specified locations, coordinating with other event applications received by the Parks Department to prevent conflicts and ensure a cohesive annual activation plan.
  - What does "coordinating with other event applications received by the Parks Dept to prevent conflict" entail?
  - Does the Open Spaces Coordinator have a voice with the Parks Department in approving other event applications received, or a first right of refusal if dates do conflict?
- **Question – Scope of Service, Task 3, C** Coordinate with external vendors seeking to host events at the specified locations. Contractor will meet with event organizers, coordinators and/or promoters, work as a special event liaison with the City and provide adequate staff to coordinate any and all City site inspection, for pre and post event.
  - Approximately how many outside, external organized events are currently hosted in the three locations specified by the contract?
  - What are the require tasks to fulfill when acting as a Special Event Liaison?
  - Is the Special Event Liaison required to create and submit reports? Is there a sample?
  - Is the Special Event Liaison required to remain on site the duration of the event from set up to strike to supervise?
- **Question - SECTION IV – Submittal Requirements, Section 4.2.5 References**  
 Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.
  - Does this mean you cannot include any reference who can validate relevant work experience for any work performed within the City of Fort Lauderdale, or just not have City Staff as References.
  - Are non-City Staff permitted to act as references for work done within the geographic location of the City of Fort Lauderdale?
  - Will the applicant be penalized for listing relevant work experience in the City of Fort Lauderdale, which accounts for 50% of the scoring in section 5.2.2 Weighted Criteria
    - Understands the overall needs of the City as presented in the proposal. 20%
    - Experience, qualifications, past performance, including persons proposed for the project, equipment, resources, references. 30%

- **Question 1 – Section 2.9 Payment Method** The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. **Additionally, in Section 2.7** it states “Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.”
  - Are credit card payments processed in less than 45 days?
  - Are check payments an option, considering credit processing fees can be upwards of 3%.

**ANSWERS:** *All payments are processed to comply with Florida's prompt payment act which allows up to 45 days for general goods and services. The CONTRACT PAYMENT METHOD (P-Card) is a part of the RFP required documents.*

- **Question 2 – Technical Specifications: Section 3 States:** The City's yearly budget for this proposal is \$115,000, while, **Section 2.35 Contract Period** states: The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date or the day after the current contract expires, whichever is later, and **Section 2.36** notes, Cost Adjustments – N/A
  - Does this mean the budget of \$115,000 is allocated each year, if all additional three-year extensions are renewed, or is there an opportunity to renegotiate the budget based on cost of doing business adjustments year after year?
  - If so, is there a cap in place for the amount of increase, and what evidence needs to be provided to qualify?

**ANSWER:** *\$115,000 is allocated for each year. However, the contractor may supplement this amount with fundraising, ticket sales, sponsorships, etc.*

- **Question 3 - Section III - Technical Specifications/Scope Of Services**  
 The Contractor will also oversee free external events at the specified locations, coordinating with other event applications received by the Parks Department to prevent conflicts and ensure a cohesive annual activation plan.
  - What does “coordinating with other event applications received by the Parks Dept to prevent conflict” entail?
  - Does the Open Spaces Coordinator have a voice with the Parks Department in approving other event applications received, or a first right of refusal if dates do conflict?

**ANSWERS: The Parks and Recreation Department is responsible for processing permits for outdoor events City Wide. This includes areas defined in the open spaces coordinator contract. Contractor will be responsible for coordinating with event promoters for pre and post site plan visits and ensuring events remain in compliance with noise ordinance and event guidelines.**

**The City Commission is responsible for approving outdoor events. As the Open Spaces Coordinator, you would attend meetings with the special events team to review events held in areas under the open spaces contract. We have a working calendar of events which the coordinator would have access to and would upload their event dates to not conflict with city approved events.**

- **Question 4 – Scope of Service, Task 3, C Coordinate with external vendors seeking to host events at the specified locations. Contractor will meet with event organizers, coordinators and/or promoters, work as a special event liaison with the City and provide adequate staff to coordinate any and all City site inspection, for pre and post event.**
  - **Approximately how many outside, external organized events are currently hosted in the three locations specified by the contract?**
  - **What are the require tasks to fulfill when acting as a Special Event Liaison?**
  - **Is the Special Event Liaison required to create and submit reports? Is there a sample?**
  - **Is the Special Event Liaison required to remain on site the duration of the event from set up to strike to supervise?**

**ANSWERS: There are approximately 30 events held annually at locations defined in the open spaces coordinator contract.**

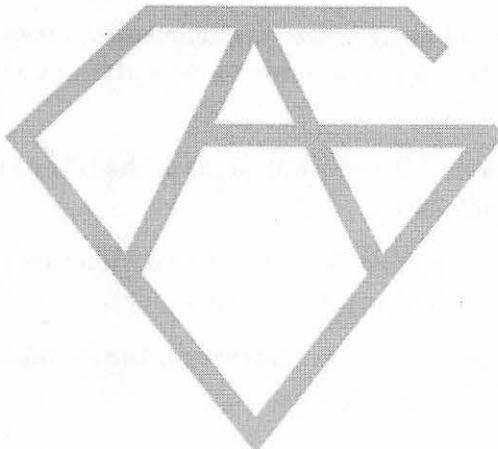
**Tasks to fulfill include pre and post site visits with event promoters, assisting with site plan development, ensuring compliance with City Ordinances and event guidelines.**

**If an event is not in compliance, yes, a report would be expected.**

- **Question 5 - SECTION IV – Submittal Requirements, Section 4.2.5 References**  
Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.
  - **Does this mean you cannot include any reference who can validate relevant work experience for any work performed within the City of Fort Lauderdale, or just not have City Staff as References.**

- **Are non-City Staff permitted to act as references for work done within the geographic location of the City of Fort Lauderdale?**
- **Will the applicant be penalized for listing relevant work experience in the City of Fort Lauderdale, which accounts for 50% of the scoring in section 5.2.2 Weighted Criteria**
  - **Understands the overall needs of the City as presented in in the proposal. 20%**
  - **Experience, qualifications, past performance, including persons proposed for the project, equipment, resources, references. 30%**

***ANSWER: City staff should not be listed as references. The evaluation committee will evaluate based on what is requested in the solicitation.***



City of Fort Lauderdale Open Spaces Coordinator  
RFP Event No. 368

SUBMITTED BY:

Arianne Glassman  
President  
A&R Enterprises of So. FL, inc.; dba rAv Communications

Office Address: 612 SW 13<sup>th</sup> Avenue, Fort Lauderdale 33312  
Phone: (954) 205-8754  
Email: [ari@ravcommunications.com](mailto:ari@ravcommunications.com)  
Web: [arianneglassman.com](http://arianneglassman.com)

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#### 4.2.2 EXECUTIVE SUMMARY

A&R Enterprises of South Florida, Inc., [FEIN 02-0637901], is a Florida-registered, Fort Lauderdale-based consultancy specializing in brand development, destination marketing, and public space programming. For the past four years, as the Fort Lauderdale Beach Open Space Coordinator, we have transformed Las Olas Oceanside Park into a vibrant community hub, bringing together residents, visitors, and local businesses to fulfill Fort Lauderdale's vision of a thriving, inclusive city.

Our executive team is led by president and founder Arianne Glassman, with senior officers Malcolm Mayo and Jenna Wieland overseeing all aspects of programming, marketing, and community engagement across designated open spaces. In addition to our core team, we collaborate with a trusted network of subcontractors specializing in PR, digital media, and event services, enabling us to deliver high-impact programming that emphasizes community connection and quality.

Aligned with the City's objectives, our proposal offers a strategic approach to creating and promoting diverse, accessible events on Fort Lauderdale's Barrier Island at Las Olas Oceanside and Intracoastal Parks, as well as in the Galt / North Beach district. Through partnerships with the City, Broward County, and local businesses, we plan to expand event offerings, secure sponsorships, and enhance marketing efforts to maximize public engagement and visibility. Our success at Las Olas Oceanside Park has positioned it as a landmark venue, and we are excited to bring the same energy and expertise to the Galt / North Beach district, establishing it as another vibrant community destination.

Beyond event planning, we are committed to achieving the operational goals of this role—from coordinating with vendors and facilitating city site inspections to providing regular reports that track attendance, sponsorship milestones, and marketing deliverables. These measures ensure transparency, accountability, and a continued return on Fort Lauderdale's investment in its parks, reinforcing their value as essential community assets.

With a combined 40+ years of experience in hospitality, event management, and business development—primarily within Fort Lauderdale—our team is uniquely qualified to fulfill this expanded role. Jenna Wieland's eight years in hospitality, Malcolm Mayo's nine years in event management, Arianne Glassman's 23 years as a business owner, and her 35 years of local industry involvement provide invaluable perspectives for this project. As a voting member of the Chamber's Beach Council for fourteen years and with eight years on the Visit Lauderdale Marketing Advisory Committee, our leadership reflects a wealth of relationships and insights that directly benefit this role.

As we embark on this next chapter, we are committed to elevating Fort Lauderdale's open spaces, creating enduring experiences and connections that reflect the City's spirit and ambitions.

[ END OF SECTION 4.2.2 ]

#### 4.2.3 | EXPERIENCE AND QUALIFICATIONS

A & R Enterprises of So. FL, Inc. (dba rAv Communications) was incorporated in 2002, with sole ownership transferring to Arianne Glassman in 2013. Based in Fort Lauderdale, rAv Communications is a full-service consultancy specializing in brand development, destination marketing, event production, media buying, and creative design for local, national, and international clients. We have successfully delivered professional services for over 23 years, working with various clients, from small businesses and nonprofits to multi-unit U.S.-based and global corporations, governmental agencies, and business associations.

#### RELEVANT PROJECT EXPERIENCE

Our work as the current contracted Fort Lauderdale Beach Open Spaces Coordinator exemplifies our ability to deliver high-impact programming on a scale and scope relevant to the requirements outlined in this RFP.

City fiscal year data reporting shows that from October 2021 through September 2023, our team has coordinated 141 activation days under our contract, successfully managing each phase from concept to execution while consistently meeting time and budget requirements. Key aspects of our work include:

**Budget and Time Adherence:** We have managed budgets and timelines with precision, ensuring fiscal responsibility while maximizing event impact.

For example:

- **FY 2021-2022 Budget:** Total income of \$283,291.10, with \$190,500 (67.26%) sourced from BBID funding and the remainder from other sponsorships.
- **FY 2022-2023 Budget:** Total income of \$457,692.35, with \$175,000 (42.33%) from BBID funding, demonstrating our increasing ability to secure external sponsorships. These figures reflect our strategic funds management, allowing us to deliver robust programming while remaining within budget constraints.
- **Economic Impact:** Our activations have significantly contributed to the local community. Utilizing the Florida Recreation & Parks Calculator's data on visitor expenditures and travel patterns, we project a year-over-year \$28,978,140 tourism impact generated by the events and recreation activities hosted. This economic impact underscores our ability to draw visitors and support local business growth through high-quality public space programming.
- **Sponsorship Outcomes:** Our firm's expertise in sponsorship acquisition has attracted numerous prominent sponsors, enhanced program offerings, and achieved substantial ROI for partners. Key sponsors include, alphabetically, Bath & Body Works, Broward Cultural, Elbo Room, FPL, Humana, New York Life, Polestar, Visit Lauderdale, and We Florida Financial, among others. Our partnership with Rockefeller Productions for the Pixar Putt activation was particularly lucrative.
- **Public Relations and Digital / Social Media Outcomes:** Our Public Relations efforts delivered a media value of \$27,446,441.46 from September 2021 through December 2023 on a total investment of \$84,000, yielding a 320% ROI with over 5.9 billion media impressions. Likewise, we grew our social media presence across six dedicated channels and engaged with our audience via

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monthly email newsletters, yielding an Open Rate of 51.18%, nearly 10 points above the industry average of 42.21%, and engaged a Click Rate of 8%, almost 7 times the industry average of 1.28%.

**Innovative Programming Examples:** Our diverse, innovative programming creates memorable community experiences that foster engagement, inclusivity, and a sense of belonging:

- **Themed Events:** Signature events, such as the *Annual Fall and Spring Festivals*, *Fur the Love Pet Fest*, and *Wonderland Holiday Experience*, attracted diverse audiences and built community traditions.
- **Unique Activities:** Our distinctive events, like Pixar Putt Mini Golf, an Elvis Celebration Weekend, and The Rink ice skating rink at the *Wonderland Holiday Experience*, drew audiences from far and wide, creating immersive experiences that enhance the area's appeal and establish it as a vibrant destination.
- **Community Partnerships:** We collaborate with local arts and cultural organizations, businesses, and nonprofits to elevate community events and financially support these organizations through service donations. Partnerships with the Broward Center Spotlights for student performances, Hollywood Arts Committee for cultural exhibits, Grace Arts Center to present an annual *Shakespeare in the Park* pop-up, Feeding South Florida for Hunger Action Month and Holiday Drives, and NSU College of Medicine for wellness initiatives bring added community value.

#### SUSTAINABILITY PRACTICES AND COMMITMENT TO CONSERVATION

Sustainability is integral to our operations and client work. We support conservation while applying sustainable practices to each project. Our approach includes assembling custom client teams to optimize resources, reduce waste, and ensure every project has a lasting impact.

#### BUSINESS STRUCTURE AND CONTACT INFORMATION

- **Legal Structure:** Corporation
- **State Registration:** Registered as a legal entity in the State of Florida
- **Ownership:** Sole Proprietorship (non-registered, Woman-Owned Business)
- **Business Address:** 612 SW 13 Avenue, Fort Lauderdale, FL 33312
- **Phone Number:** 954.205.8754
- **Email Address:** ari@ravcommunications.com
- **Website:** [www.arianneglassman.com](http://www.arianneglassman.com)
- **Primary Contact:** Arianne Glassman, President

#### COMPANY SIZE AND STAFF

The company, led by Ms. Arianne Glassman as President, is supported by key officers Malcom Mayo and Jenna Wieland. Our adaptable team structure, combined with a network of specialized subcontractors and vetted part-time employees, allows us to meet the varied demands of large-scale public programs. Our experience in delivering consistent results for projects of similar scope makes us uniquely qualified to meet the goals of this RFP with strategic vision, financial responsibility, and impactful community engagement.

## COMMUNITY INVOLVEMENT

• GFL Chamber of Commerce Beach Council	2010 – Present
◦ Marketing Committee Co-chair	2015 – 2019 Dissolved
• Greater Fort Lauderdale CVB Marketing Advisory Committee	2017 – Present
◦ Social Media Committee	2019 – 2021 Dissolved

## PAST NON-PROFIT / PROFESSIONAL ORGANIZATION INVOLVEMENT

• HandsOn Broward / Miami Board Member	2010 – 2022
• Share Our Strength's Taste of the Nation	2005 – 2010
◦ Committee Member	2005 – 2010
◦ Sponsorship Chair	2006 – 2010
◦ Event Co-Chair	2009 – 2010
• FLIPANY's Chefs Up Front Fort Lauderdale	2011 – 2017
◦ Volunteer and In-Kind Sponsor	
• Florida Restaurant and Lodging Association Broward Chapter	2015-2019
◦ Board of Directors	2016-2018
◦ PR & Marketing Committee Co-chair	2016-2019
◦ Special Events Committee	

## AWARDS & RECOGNITIONS

• America Fundraising Professionals, nominated by Deliver the Dream	2004
• Taste of the Nation Rookie of the Year	2005
• Taste of the Nation Leadership Award	2008
• FLIPANY Unsung Hero Award	2008
• HandsOn Broward Unsung Hero Award	2008
• Children's Services Council of Broward Co. Volunteer of the Year	2009

END OF SECTION 4.2.3

#### **4.2.4 | APPROACH TO SCOPE OF WORK**

Our approach to the City of Fort Lauderdale Open Spaces Coordinator position is grounded in a commitment to community engagement, cultural enrichment, and operational excellence. With over four years of successful programming and brand development for Las Olas Oceanside and Intracoastal Parks, we bring a proven track record of delivering diverse, high-quality events that resonate with residents and visitors alike. This experience provides a solid foundation as the contract expands the services to encompass new areas like the Galt/North Beach District and fulfill the broader role of Special Event Liaison across all designated sites.

We have organized the approach to the scope of work into three sections, each outlining our unique vision, methodology, and approach tailored to the specific needs of Las Olas Oceanside/Intracoastal Park, the Galt/North Beach area, and the Special Event Liaison role. This strategy combines our deep understanding of Fort Lauderdale's community values, which will be met with innovative programming and partnerships at each distinct location, ensuring we meet the City's goals for vibrant, accessible public spaces that enhance the quality of life, support local businesses, and build a stronger, more connected community.

#### **4.2.4 [3] FIRM'S EXPERIENCE IN ORGANIZING SUCCESSFUL EVENTS AND ACTIVATIONS**

**- APPLICABLE TO ALL ASPECTS OF THE SERVICE SCOPE -**

With over 40 years of combined expertise in brand development, experiential activations, and destination marketing, our firm is recognized for creating high-impact, community-focused events that engage audiences and set industry standards. From large-scale public events to intimate fundraisers, we bring versatile experience in producing gatherings that foster meaningful connections and leave lasting impressions.

Our team, led by President Arianne Glassman, has a strong record of conceptualizing signature events that have a lasting impact. In Fort Lauderdale, we developed Friday Night Sound Waves, now an annual community staple, and have established anticipated programs at Las Olas Oceanside Park that continue to shape the area's cultural fabric. We also launched Savor Greater Fort Lauderdale—the destination's first Restaurant Month (2001–2003) - and produced Broward County's only sanctioned Miami Super Bowl Host Committee event in January 2020.

Our experience spans event coordination and activations with globally recognized brands, including Absolut Vodka, Classic Party Rentals, and the Italian Trade Commission, as well as a range of fundraising events for nonprofits such as FLIPANY, Share Our Strength, and the Greater Fort Lauderdale Chamber of Commerce. Additionally, we have served as consultants for high-profile events, including the National Senior Games, NHL All-Stars, and South Beach Food & Wine Festival.

Most recently, our success with LOOP has showcased our ability to transform spaces into dynamic community hubs, an approach we will bring to the Galt/North Beach area. We will tailor each event's programming to reflect community needs and preferences, using audience insights and feedback to refine experiences over time. As Special Event Liaison, we will ensure diligent oversight and seamless operations, from permitting and vendor management to staff coordination, aligning all programs with the City's standards and Fort Lauderdale's vibrant identity.

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We value our events as a way to foster economic growth and strengthen community bonds, a benefit Las Olas Oceanside and Intracoastal Parks and the Galt/ North Beach district will receive as premier destinations within Fort Lauderdale, as each experience will be crafted to captivate, inspire, and reflect the unique spirit of Fort Lauderdale.

#### AVAILABLE FACILITIES, TECHNOLOGICAL CAPABILITIES, AND RESOURCES

Our leadership team operates from home offices, meeting as a whole twice weekly via Zoom and as needed on specific tasks by phone or email to ensure aligned strategy and seamless coordination. Leveraging a range of technological capabilities and resources, we manage all aspects of event planning, marketing, and brand development with agility and expertise.

- **Organizational and Communication Excellence:** We bring highly organized oversight and streamlined communication processes to every project. Using tools like JotForm, Dropbox, Google Drive, and dedicated webpages, we efficiently share information, manage documentation, and ensure smooth coordination with outside organizers. Our standardized reporting practices provide clarity and consistency, enabling seamless event planning and alignment with the City's standards. Additionally, we maintain a comprehensive resource library accessible to stakeholders, vendors, and outside event organizers for quick access to required assets and guidelines.
- **Technical Expertise and Capabilities:** Our team brings advanced technical proficiency across multiple platforms essential for seamless event management and brand development. With exceptional writing skills—spanning AP style, editorial content, SEO, and advertising copy—we ensure all communications are impactful and polished. We are highly skilled in social media management, inbound/outbound email marketing, and website design, allowing us to maintain an engaging and cohesive online presence. Our team is proficient in Microsoft Office (Word, Excel, PowerPoint, Publisher) and Adobe Creative Suite (Illustrator, Photoshop, InDesign), equipping us with the tools needed for high-quality content creation, graphic design, and digital strategy.
- **Website Management and Social Media:** We independently maintain the LOOP website and oversee all social media channels, providing regular updates, content creation, and audience engagement to keep the community informed and involved. Our engaging approach to social media and SEO extends our audience reach and reinforces brand alignment, driving community-focused initiatives that resonate.
- **Event Photography and Design Capabilities:** Our team provides in-house event photography and graphic design, creating all promotional materials while ensuring visual consistency. We supplement with outsourced photographers for comprehensive coverage when additional support is needed.
- **Public Relations and Marketing Resources:** We partner with a highly skilled, award-winning public relations firm to amplify event visibility and community outreach. Combined with our in-house expertise in campaign development, media negotiation, and advertorial content creation, we ensure a cohesive and wide-reaching brand presence across local and regional channels.

## APPROACH TO SCOPE OF WORK LAS OLAS OCEANSIDE / INTRACOASTAL PARKS

### UNDERSTANDING OF THE CITY'S NEEDS, GOALS, AND OBJECTIVES

Four years ago, we envisioned the Fort Lauderdale Beach Open Spaces Coordinator role as a blend of impactful, structured, and community-driven programming with recreational and entertainment offerings that resonate with residents and visitors. Over this period, we have successfully transformed Las Olas Oceanside and Intracoastal Parks, aka The LOOP, into a year-round community hub that engages families, active seniors, and individuals from all walks of life. Our future vision is to build on these successes by enhancing inclusive, diverse programming and expanding the parks' offerings and reach based on ongoing community feedback.

### VISION, IDEAS, AND METHODOLOGY

With LOOP's established foundation, our vision is to continue curating programs that reflect Fort Lauderdale's unique culture, introducing new elements to keep the experience fresh and accessible. We will enhance established events like Friday Night Sound Waves and year-round Weekend Farmers Markets and expand seasonal events like Spring Fling, Movies by Moonlight, Pumpkins and Palm Trees, and Wonderland. Tailored events, such as Fur the Love Pet Fest and celebrations for Caribbean American and Hispanic Heritage Months, will continue to engage diverse audiences. We plan to integrate more arts, fitness, and cultural diversity initiatives, aligning with Fort Lauderdale's goals and positioning LOOP as a model of public space programming. Our methodology includes:

- **Inclusive, Community-Centered Programming** We will build on successful initiatives like Broadway on the Beach, culturally-based art showcases, and fitness partnerships to expand offerings for families, toddlers, and special needs attendees. Through our 2024 launch with Miss Tracy Sings and partnerships with FIT Lauderdale and local fitness clubs like Lululemon, we aim to increase accessibility and offer sensory-friendly events and classes.
- **Strategic Partnerships and City Collaboration** Collaborating with local businesses and the City Parks Department has been essential to our success. Moving forward, we will strengthen partnerships with local companies to enhance our programming at minimal cost and seek increased support from the City's Parks & Recreation Department. City-wide promotional support through publications, newsletters, and social media would allow us to redirect part of our \$60,000+ annual PR and advertising investment into expanding and enhancing programming.

#### 4.2.4. [1] BENEFITS OF PROPOSED EVENTS/ ACTIVATIONS FOR COMMUNITY AND RESIDENTS

The LOOP's programming offers extensive benefits to the Fort Lauderdale community and beyond, which we will continue to strengthen and expand:

- **Economic Growth:** Events like Friday Night Sound Waves and the weekend markets drive significant foot traffic and support local businesses, bolstering Fort Lauderdale's reputation as a vibrant, dynamic destination that attracts visitors and serves locals.

- **Cultural Enrichment:** Programming for Caribbean American and Hispanic Heritage Months, along with local art showcases, fosters cultural connections, inclusivity, and a greater appreciation for Fort Lauderdale's diverse heritage.
- **Health and Wellness:** Expanded fitness offerings cater to a wider audience with diverse modalities and provide unique wellness experiences, such as a family fitness day in early spring. These initiatives further Fort Lauderdale's identity as a health-conscious community and create a wellness-focused gathering space at LOOP.
- **Community Pride and Connection:** Partnerships with organizations like the Fort Lauderdale Beach Sweep, Nova Southeastern University School of Medicine, OneBlood, and the Salvation Army build a culture of service, creating "do good, feel good" moments that unite residents in shared community pride and purpose.
- **Financial Sustainability:** The MKT generates over 50% of LOOP's annual operational and programming budget, fully funding staff salaries and select free public activities, including fitness programming and live music. Reserve funds from market revenue support seasonal holiday events, enhance sponsorship opportunities, and contribute to marketing, maintenance, and operational needs.
- **Consistency and Anticipation:** With four years of success, LOOP's annual events have become highly anticipated by the community, with residents and visitors regularly inquiring about upcoming dates and returning events. This established schedule not only builds excitement but also reliably garners media interest, expanding LOOP's reach and community impact.
- **Amplified Engagement through User-Generated Content:** Designed with shareability in mind, LOOP events inspire high levels of user-generated content. Our PR strategy actively engages influencers and content creators, who amplify the LOOP experience across social platforms. This broadens visibility, enhances community interaction, and positions Fort Lauderdale as a sought-after destination.

#### 4.2.4 [2]. EXAMPLES OF SIMILAR EVENTS PREVIOUSLY EXECUTED

We have established signature events, seasonal celebrations, and community-focused activities that incorporate the pillars of our engagement acronym, "F.A.M.E." (Food/Fitness, Art, Music, and Education/Environment). Examples include:

- **The MKT at Las Olas Oceanside Park:** This year-round weekend farmers and artisan market provides residents and visitors an engaging space to interact with local micro-businesses. The MKT also serves as a platform for community-focused activities, including fitness classes, live music, and inclusive programming that fosters connection and support for local entrepreneurs.
- **Friday Night Sound Waves** Sponsored by the BBID and now in its ninth season, this concert series draws thousands of locals and visitors to the main lawn for free, live music. Taking place in both Fall/Winter [October to December] and early Spring [February to April], it has become a signature event that offers an enjoyable, community-centered experience for people of all ages.

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- **Seasonal Holiday Experiences:** Throughout the year, we offer established seasonal events that are free and family-friendly, such as *Spring Fling EGGstravaganza*, *Movies by Moonlight*, *Pumpkins & Palm Trees*, the month-long *Wonderland Holiday Experience*, and *Christmas Eve with Sinatra* Dinner Show. These anticipated celebrations attract attendees from across South Florida and enrich the area's seasonal appeal for visitors.
- **Local Artist & Youth Enrichment Programs:** Dedicated to supporting arts, culture, and youth advancement, we provide performance and exhibition opportunities for local high school bands, theater groups, and young artists. Events include *Broadway at the Beach* with Broward Center Spotlights, *Let's Beat Breast Cancer* with area drumlines, and art exhibits such as *Youth Art Month* in March and *Short Beach Shakes: Shakespeare in the Park* in collaboration with the Grace Arts Foundation. We also partner with the *Hollywood Arts Committee* to host interactive exhibits and experiences for Caribbean American and Hispanic Heritage Month.
- **Audience-Specific Events:** Recognizing our community's diverse interests, we offer events tailored to specific audiences, such as the annual *Fur the Love Pet Festival*, which brings together pet owners and enthusiasts for a day of pet-friendly activities and vendor showcases, and monthly *Full Moon Yoga Experiences*, designed to foster wellness and mindfulness in a serene outdoor setting.
- **Awareness Month Initiatives:** Our programming aligns with national awareness months, including *Breast Cancer Awareness Month*, *Heart Health Month*, and *Healthy Aging Month*. During these times, we add special pop-up experiences and integrate valuable content into our social media outreach and website to educate, support, and engage our community. We also recognize *Earth Month/ Earth Day* as an ongoing commitment, supporting the *Fort Lauderdale Beach Sweep* through partnerships that provide volunteers with refreshments like sponsored bottles of smartwater or fresh fruit from the market. These initiatives offer a meaningful layer of enrichment that raises awareness and adds value to our ongoing offerings.

#### 4.2.4 [4]. STRATEGIES: COMMUNITY OUTREACH; ADDRESS/ INCORPORATE COMMUNITY NEEDS

Community input has always been central to our programming. Our outreach strategies will expand upon our current efforts, which include:

- **Direct Feedback Channels:** We conduct annual surveys, oversee social media engagement, and log on-site feedback to maintain a programming and operational excellence calendar that reflects community interests. We additionally connect City staff with residents via inbound email and social messaging when questions are asked, or additional oversight is required.
- **Workshops and Collaborative Planning:** Ongoing invitations to residents and local organizations to contribute ideas through surveys, along with our dedicated team efforts in neighborhood outreach with HOAs, rental communities, business organizations, and cultural groups.
- **Expanded Accessibility and Inclusivity:** Continued focus on outreach to organizations serving the special needs community and diverse cultural groups, creating welcoming, inclusive events that meet their specific needs.

#### 4.2.4 [5]. INTEGRATION INTO UPCOMING AND EXISTING RECURRING EVENTS

Recurring events will act as anchor points seasonally and throughout the year. These core events remain central to the programming schedule, while new seasonal activities and annual city-sponsored events will add layers of engagement. Integrating LOOP activities and events into the City of Fort Lauderdale Parks & Recreation's annual events calendar, marketing plan, and publications would further cement LOOP's role as a community hub.

#### 4.2.4 [6]. TENTATIVE SCHEDULE FOR ACTIVATIONS UPON CONTRACT APPROVAL Est Feb 1, 2025

- **Winter 2025:** Valentine's Day Vow Renewal Ceremony, Friday Night Sound Waves, Fur the Love Pet Fest, Continuation of Weekend Markets and Fitness Programming, *NEW! Family Fitness Day*.
- **Spring 2025:** Friday Night Sound Waves, E(art)h Day Art Event, Spring Fling/Easter EGG-stravaganza, Continuation of Weekend Markets and Fitness Programming.
- **Summer 2025:** Movies by Moonlight, Caribbean American Heritage Month, Continuation of Weekend Markets, and Fitness Programming.
- **Fall/Winter 2025:** Hispanic Heritage Month, Pumpkins and Palm Trees Fall Fest, Wonderland Holiday Weekends, Christmas Eve with Sinatra, Continuation of Weekend Markets, and Fitness Programming *NEW! Community Yard Sale*.

#### Scheduling Methodology and Timeline

Our team is fully prepared to begin programming upon contract approval. Established events, which already receive partial funding from the BBID through September 2025, are ready for immediate activation, while additional seasonal programs will be developed in tandem. We will follow a structured approach with flexible evaluation points, allowing us to adapt based on our budget, community feedback, and city needs.

#### City Collaboration and Key Timeline Milestones

To maximize reach and resources, we would request enhanced City support, including LOOP events on the official city calendar and in the annual Parks and Recreation publication. Additional City contributions, whether through funding or in-kind support, such as allotted fitness instructors in partnership with FIT Fort Lauderdale would allow us to bolster fitness programming to reach broader audiences and introduce new passive experiences, such as the long-discussed Virtual Reality activity.

#### Key Timeline Milestones

- **Days 1-15:** Coordinate with City representatives to finalize the annual schedule and confirm any in-kind support or resources to expand fitness and passive offerings. Upon contract approval, begin programming established events and recurring programs.
- **Days 16-30:** Finalize quarterly marketing, digital, paid advertising, and public relations campaigns across LOOP and city platforms
- **Quarterly Reviews:** Conduct quarterly evaluations to assess event success, gather feedback, and adapt programming as needed.

[ Approach to Scope of Services: LOOP, end of section ]

## APPROACH TO SCOPE OF SERVICES

### GALT / NORTH BEACH COMMUNITY ACTIVATION

#### UNDERSTANDING THE CITY'S NEEDS, GOALS, AND OBJECTIVES

The City of Fort Lauderdale envisions transforming the Galt/North Beach area into a dynamic and welcoming destination. This transformation emphasizes recreational events, a cohesive community identity, and engagement opportunities that resonate with residents and visitors. With a core group of enthusiastic business owners and residents eager for the area's development, my role as the Galt/North Beach Community Activator focuses on harnessing this excitement, gathering ideas, and translating them into events and activities that align with the City's vision. This approach builds local pride and creates meaningful connections and a strong community identity.

#### OVERVIEW OF PROPOSED VISION, IDEAS, AND METHODOLOGY

To ensure the activation plan genuinely reflects the community's identity and needs, we have proactively engaged with key stakeholders, including Diane and Denise Fogt, owners of Blue Jean Blues; realtor, landowner, and Oppenheim Realty President Zack Oppenheim; Galt / North Beach Business Association Board president, Cathy Vassallo; and Fred Nesbitt, President of the Galt Mile Community Association. These initial discussions have provided valuable insights into the community's aspirations, unique challenges, and vision for the area's future. With a collaborative approach, these local advocates will play an essential role in guiding the initial phases of our plan and supporting sustained engagement.

This approach mirrors our proven strategy with the LOOP activation, where extensive stakeholder engagement during the initial six months allowed us to create a plan aligned with the City's goals while garnering strong support from local businesses, residents, and community groups.

Our phased plan for building the Galt area's identity focuses on creating sustainable funding through the Galt Shoppes/North Beach Business Micro-Sponsorship Program or partnerships with the emerging North Beach Business Association. By generating community-based sponsorship, organizing smaller-scale community events, and fostering local pride over an initial six-month period, we will lay the groundwork to establish the Galt Shoppes/North Beach district as a vibrant destination for recreation and activities.

This initial ramp-up period will allow us to curate a schedule of proposed events and activities running from November 2025 through May 2026, designed to meet residents' seasonal needs and establish a vibrant winter/spring calendar. Our ultimate aim is to develop a unifying message and series of sustainable events and activities that inspire locals and visitors alike to "Gather at the Galt" for Good Times, Artistic Expression, Libations, Tastes, and Tunes.

As seasonal residents return, we will increase activities with a strategic schedule from November 2025 to May 2026, creating sustained interest throughout the year. This approach also provides time to address logistical considerations, such as parking, as we work closely with the City to ensure a smooth growth trajectory and ease of access for all visitors.

#### 4.2.4. [1] BENEFITS OF PROPOSED EVENTS/ ACTIVATIONS FOR COMMUNITY AND RESIDENTS

Our events and recreational activities are thoughtfully crafted to bring meaningful, long-term benefits to the Galt area, with a focus on community enrichment, connectivity, and vibrancy:

- **Fostering a Strong Community Identity:** Through inclusive events like night markets, walking tours, and cultural celebrations, we aim to create shared experiences that bring residents together, establishing the Galt area as a community hub that locals are proud of and visitors love to explore. Our programming will reflect Galt's diverse character, contributing to an identity fostering pride and belonging.
- **Supporting and Engaging Local Businesses:** The Micro-Sponsorship Program enables local businesses to play a visible, active role in community events, increasing foot traffic and fostering consistent connections among residents, visitors, and merchants. By integrating local businesses into the event experience, we strengthen the neighborhood's unique appeal and create economic benefits that grow alongside the community.
- **Balancing Growth with Community-Centered Values:** Maintaining a community-centered identity is essential with anticipated developments, including the Bokampers redevelopment and a new hotel. By establishing Galt as a destination known for its recreational events, we help preserve its unique character and ensure new growth aligns with the area's values. Community-driven programming will encourage people to visit Galt for its authenticity and inclusive atmosphere.
- **Expanding Sponsorship Opportunities for Enhanced Programming:** The initial activation period will build excitement and local support, creating a solid foundation for future growth. This momentum will position Galt to attract larger sponsors for the 2025-2026 season, further enhancing its programming. These partnerships will allow for a more diverse and engaging event calendar, fostering a sense of connection and enjoyment year-round for residents and visitors.

#### 4.2.4 [2]. EXAMPLES OF SIMILAR EVENTS PREVIOUSLY EXECUTED

Our experience at Las Olas Oceanside Park highlights our ability to create impactful, community-centered events that resonate with local audiences and drive economic benefits. Building on these successes, we are well-positioned to adapt similar initiatives to the Galt area, tailoring each event to align with its unique demographic, positioning, and resources. The examples below showcase past events that we can reimagine to suit Galt's community character while supporting sustainable growth and developing a vibrant destination that meets residents' recreational interests.

- **Cultural Celebrations and Collaborations:** Our experience with events that honor Hispanic and Caribbean American Heritage Month illustrates how cultural celebrations can enrich community programming. We envision working with the Beach Community Center to expand on existing offerings, such as their French class, by celebrating French-American Heritage Month with events that honor French culture through language, food, and art. Similarly, we could partner with the Community Center's Book Club to bring selected books to life through additional passive activities. These culturally rich events would add new dimensions to the Galt area's programming and strengthen connections across Fort Lauderdale's diverse population.

- **Friday Night Sound Waves:** This concert series turned Las Olas Oceanside Park into a lively destination that fostered a strong sense of place, community connection, and economic support for local businesses. Our approach included engaging local vendors and musicians to create a Friday night gathering that residents and visitors alike looked forward to. We envision adapting this model to the Galt area by collaborating with local businesses, such as Blue Jean Blue's "Dinner in the Streets," to create similar activation events that expand the reach of existing activities.
- **Scavenger Hunts / Themed Walking Tours / Art Crawl Events** In partnership with the Fort Lauderdale Chamber, we organized scavenger hunt-style tours that guided visitors through local businesses, increasing engagement and foot traffic. This model aligns perfectly with Galt's identity-building, as it introduces participants to the area's unique mix of retailers and restaurants. Alongside these tours, we'll also establish monthly Art Crawls, inviting the community to explore local galleries and studios while discovering eclectic businesses throughout the area. Additionally, we plan to explore creative in-business events that reflect residents' interests and provide free or low-cost, engaging experiences that can support our micro-sponsorship fund.
- **Seasonal Celebrations:** We've successfully curated seasonal celebrations that align with holidays and local events, including holiday markets, themed festivities, and interactive public art installations. For the Galt area, we plan to establish similar seasonal events that reflect the community's culture and create unique experiences for residents and seasonal visitors. We aim to work closely with local stakeholders to ensure these celebrations are responsive to community interests and seamlessly integrated into the area's character.
- **Taste the Wave:** Created as a summer activation for the Fort Lauderdale Beach BID in partnership with Visit Lauderdale, Taste the Wave was designed to launch the annual Visit Lauderdale Dine Out Lauderdale Program. This event was a dine-around experience where participants enjoyed "bites" from various restaurants, promoting local dining options and encouraging participation during the slower summer months. With its multiple restaurants, the Galt Shops area offers the perfect opportunity for a similar event. Taste the Wave could be reimagined as an outdoor culinary tour that invites attendees to experience each restaurant while strolling through the area, creating an engaging and delicious activation. Structured as a fundraiser, with ticketed entry and a free component for broader community appeal, this event could draw locals and visitors alike, generating visibility and revenue for the Galt area.

#### 4.2.4 [4]. STRATEGIES: COMMUNITY OUTREACH; ADDRESS/ INCORPORATE COMMUNITY NEEDS

Our outreach strategy prioritizes community involvement, addresses logistical concerns, and builds a lasting identity for the Galt area. Early engagement with local business owners and community leaders has provided valuable insights to shape a responsive activation plan. This proactive outreach aligns with our successful approach at the LOOP, where six months of stakeholder discussions established a foundation that met city goals and built strong local support.

Here's how we'll incorporate community needs throughout the activation:

- **Stakeholder Engagement/ Volunteer Committee:** Monthly meetings with local businesses, residents, and community leaders will address event logistics, parking, and ongoing development concerns. This consistent engagement ensures that community priorities guide programming and

adapt to local feedback, fostering a sense of shared ownership and alignment with the area's evolving needs.

- **Resident Sponsorship Program:** Modeled after our year one sponsorship with the Central Beach Alliance for Friday Night Sound Waves, this program offers residents access to otherwise paid/fundraising event participation, sponsorship recognition, and perks at local businesses. As seen with the CBA, this approach cultivates community pride and investment, encouraging residents to participate in the area's growth and success.
- **Collaborative Marketing:** Our marketing campaigns will target the Galt area's audience through partnerships with the City, Chamber, Visit Lauderdale, and other relevant entities. Events and activities will be shared on community calendars and other key locations, establishing Galt as a welcoming, community-centered neighborhood. We envision a dedicated print campaign or landing page that local businesses and the Parks & Recreation Department Beach Community Center can distribute to visitors, helping reinforce Galt's brand identity and expand its reach.
- **Feedback-Based Programming:** We will consistently assess community and event feedback, allowing us to refine programming to maintain relevance and impact. This adaptive approach, which we previously took and continue at LOOP through resident and stakeholder surveys, will be particularly useful as development progresses, ensuring that Galt's activation plan evolves in response to resident needs and community sentiment.

#### 4.2.4 [5] INTEGRATION INTO UPCOMING AND EXISTING RECURRING EVENTS

Our plan proposes integrating with existing activities for the first six months to create a cohesive experience that amplifies local engagement and visibility for the Galt area. We have initiated conversations with key businesses to explore their involvement in a way that would be beneficial to them and the community while gaining a better understanding of the area and what attracts locals and visitors to participate:

- **Friday Night Mini Night Market Happy Hour:** We are in discussions with Blue Jean Blue to complement their "Dinner in the Streets" event with a mini night market, creating a Friday night experience filled with food, shopping, entertainment, and local business engagement. This collaboration would expand community engagement while broadening marketing reach cost-effectively. By structuring their involvement as an in-kind contribution to the Micro-Sponsorship fund, we aim to provide mutual benefits that grow Galt's appeal.
- **Monthly Second Sunday Community Events:** We are exploring a partnership with Fishtails to establish a Second Sunday community event that aligns with their existing live music programming. These full-day experiences would unite residents and visitors, enhancing the weekend appeal. Fishtails' involvement, structured as an in-kind contribution, would support the Micro-Sponsorship fund and provide a stepping stone for future initiatives.
- **Marketing Booth at The Howard Alan Arts & Craft Show:** We would like to establish a Galt marketing booth at the Howard Alan Arts & Craft Show on Sunday, February 16. This booth will allow us to provide opportunities to participate in the survey, introduce attendees to upcoming plans, promote Galt events, and directly engage residents and visitors. If time allows, this booth will help establish Galt's identity and create excitement around our future initiatives.
- **Seasonal Tours and Scavenger Hunts:** Coordinated with seasonal activities, these tours would foster interaction between the community and local businesses. Structured as a low-cost initiative,

they would drive engagement as a passive recreational activity and serve as fundraisers for other free activities in the 2025/26 season, helping to build sustainable community programming.

#### 4.2.4 [6]. GALT / NORTH BEACH TENTATIVE ACTIVATION SCHEDULE AND TIMELINE

Upon contract approval, the following schedule will activate the Galt area from approx. Feb through July:

- **PHASE 1 (0-60 DAYS):** Meet with local businesses and residents to launch the Business Micro-Sponsorship Program, secure initial support, and coordinate a monthly meeting schedule. Implement initial branding for "Gather at the Galt."
- **PHASE 2 (60-90 DAYS):** Launch the Friday night market, initiate monthly community sales, and introduce the resident membership program.
- **PHASE 3 (90-180 DAYS):** Begin interactive walking tours, broaden sponsorships, and adjust events based on community feedback.
- **PHASE 4 (180+ DAYS):** Review event successes and business and resident feedback, optimize programming, and pursue sponsorships for a solid seasonal ramp-up from November 2025 to May 2026.
- **DELIVERY TIMELINE:** All setup and planning will be completed within 60 days of contract approval, ensuring readiness for a seven-month seasonal activation period from November 2025 through May 2026. Key milestones include completing Phase 1 setup (0-60 days) and Phase 2 launch (60-90 days). Our approach allows ongoing evaluation and adjustments to align with development changes and community needs.

[ Approach to Scope of Services: Galt / North Beach, end of section ]

## APPROACH TO SCOPE OF WORK:

### SPECIAL EVENT LIAISON

#### UNDERSTANDING OF THE CITY'S NEEDS, GOALS, AND OBJECTIVES

The Special Event Liaison role is essential to managing external events across Fort Lauderdale's designated areas, including the Fort Lauderdale Beach LOOP and Galt area, to ensure quality, compliance, and alignment with the City's standards. This position balances the high demand for public space with community expectations, upholding consistent standards across diverse events. Our approach centers on providing structured oversight, flexible vetting, and a proposed fee-based support system for event organizers. By establishing clear guidelines, sustainable fee structures, and compliance standards, we maximize the benefits of public events for the community while offsetting LOOP and Galt/North Beach programming costs.

#### VISION, IDEAS, AND METHODOLOGY

Our vision is to facilitate a well-balanced, high-quality annual event calendar by implementing a structured event services program and creating uniform guidelines for external event organizers. Through a templated approach to event planning and a fee structure that funds compliance, marketing, and operational support, we streamline organizer processes while ensuring every event meets City standards.

This approach includes:

- **Templated Event Requirements:** External event organizers will follow structured guidelines for space usage, community contributions, and sustainability practices. Standardized branding templates will consist of LOOP/Galt and City logos, ensuring cohesive visual representation across events.
- **Barrier Island Event Organizer Fee for Services Program and Security Deposits:** We will propose a new Barrier Island Event Organizer Services Program for the Park and Recreation Department and City of Fort Lauderdale Commission approval to offer comprehensive support and resources, including marketing inclusion, sanitation service scheduling, and compliance oversight. This fee-based system helps fund LOOP and Galt/North Beach programming and Special Event Liaison services, creating a sustainable model without burdening City budgets. Likewise, a security deposit will be imposed, to mirror the one within the Riverwalk district.
- **Compliance Monitoring and Resource Coordination:** Our on-site support team will oversee each event to ensure compliance with established standards and coordinate resources such as restroom maintenance, power, cleaning services, and waste management to maintain an organized, high-quality event experience.

#### 4.2.4. [1] BENEFITS OF PROPOSED APPROACH; SPECIAL EVENTS LIAISON RESPONSIBILITIES

The structured oversight we will bring as a Special Event Liaison ensures that all events hosted in Fort Lauderdale's Barrier Island public spaces, including Las Olas Oceanside and Intracoastal Parks and the Galt / North Beach district, deliver tangible benefits to the community:

- **Economic Impact:** By managing event quality and frequency, we enhance foot traffic, support local businesses, and create a balanced calendar that attracts visitors and residents alike.
- **Community Engagement and Safety:** Our templated requirements and onsite monitoring create safe, enjoyable events that align with community values and meet the City's operational standards.

- **Sustainability and Transparency:** The Barrier Island Event Organizer Fee for Services Program ( overview below ) generates additional funds for LOOP and Galt/North Beach needs, ensuring that all events contribute fairly to the open spaces' upkeep and promotional efforts. It also assures event compliance to the highest levels, giving the applicant a better chance at having a positive post-event report and, therefore, being welcomed back to host subsequent annual events.

### **Proposed Barrier Island Event Organizer Fee Program**

This program functions independently of the City's application fees and with City approval between the Event Organizer and the Fort Lauderdale Beach Barrier Island Open Spaces Coordinator, who acts as a Special Event Liaison. It provides organizers with standardized services and relieves accountability while providing LOOP and Galt/North Beach with a sustainable funding source.

The proposed Event Organizer Fee would cover:

- **Onsite Compliance Services:** The fee will cover all pre-application reviews, site walkthroughs, and sanitation, power, waste, and space setup needs, including dumpster coordination, restroom cleaning, restroom supplies, site cleaning services, access to electricity ( where applicable ), access to water sources ( where applicable ), and other owned property ( LOOP only ) on an as-needed basis, including tables, chairs, extension cords, tents, and weights.
- **Marketing and PR Inclusion:** Ensuring LOOP and City branding integration across all promotions while assisting event organizers with additional marketing resources.
- **Dedicated Liaison Support:** Providing a team member responsible for compliance checks and event-day support.

By creating an event organizer fee-based package with a partner-based approach, outside event organizers will benefit from best-in-service compliance coordination. As the Special Event Liaison, we can maximize operational efficiency, enhance community engagement, and align all external events with Fort Lauderdale's goals.

#### **4.2.4 [2]. EXAMPLES OF SIMILAR SERVICES PREVIOUSLY PROVIDED: SPECIAL EVENT LIAISON**

Our team brings a wealth of experience in event coordination and management at the LOOP, continually aligning with Fort Lauderdale's objectives and elevating the visitor experience. *Although these responsibilities were not stipulated in our previous contract, we proactively assumed the role of Special Event Liaison to support the seamless execution of high-impact events, showcasing our commitment to LOOP and the Fort Lauderdale community. Through sponsor-funded services, we provided guidance, oversight, and hands-on support to external event organizers, ensuring that all events upheld the LOOP's quality standards.*

- **Fort Lauderdale Air Show:** In 2021, we proposed an activation area on Las Olas Festival Street to enhance community engagement during the Fort Lauderdale Air Show. Partnering closely with the organizers, our team provided logistical support and designated a team member to oversee sponsor asset setup, asset delivery coordination, and day-of support to ensure smooth operations and a rapid teardown.
- **Chanukah Fair on Las Olas:** When organizers relocated the Chanukah Fair from downtown to the Las Olas Festival Street in 2022, we leveraged our experience to facilitate a successful

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transition. Acknowledging prior issues with this event, we offered comprehensive support with site plans and application processing and amplified marketing efforts through our Wonderland holiday campaign. Additionally, we sponsored essential services to expand the event's budget and were on-site for day-of oversight, working closely with contractors. Although the organizers did not adhere to all compliance guidelines, our established presence in the park led to their calling upon us, reinforcing our commitment to the venue's success and the community's expectations.

- **NHL All-Star Weekend:** As Open Spaces Coordinator, we consulted with NHL representatives and primary sponsors on site layout, space capacities, and efficient installation and removal processes. We provided a pre-approved list of contractors to ensure top-notch standards and charged a fee for a team member to be on-site from setup through breakdown. To safeguard the venue's integrity, we supplied a detailed checklist covering heavy equipment and security requirements, waste management, and sanitation to mitigate potential damages.
- **FemAle Brew Fest:** Our team partnered with the FemAle Brew Fest organizer, offering logistical templates, setup guidance, and procedures for efficient load-in and placement of critical assets such as dumpsters and parking zones. We further supported the event by providing necessary supplies, including tables, chairs, weights, and restroom essentials. This collaboration ensured that the event met LOOP standards while enhancing the attendee experience.

#### 4.2.4 [4]. STRATEGIES: COMMUNITY OUTREACH; ADDRESS/ INCORPORATE COMMUNITY NEEDS

Community feedback is integral to our role as Special Event Liaison. Our outreach strategy includes:

- **Direct Communication Channels:** Ongoing communication with neighborhood associations, local businesses, and residents ensures transparency and provides a platform for community input.
- **Collaborative Planning:** Working with local councils and business organizations, we align event activities with community goals, address concerns, and prioritize resident needs.
- **Post-Event Feedback Mechanisms:** After each event, we gather community feedback through surveys and discussions, which helps us refine processes, address concerns, and improve future events.

#### 4.2.4 [5]. INTEGRATION OF EXISTING RECURRING EVENTS INTO THE ACTIVATION SCHEDULE

We will incorporate existing recurring events, such as marathons and cultural festivals, into the annual activation schedule to maintain continuity while preventing saturation. To manage event frequency, we propose:

- **Capping High-Frequency / High Attendance Events:** We preserve park resources and ensure a balanced event calendar by capping certain event types, such as smaller runs or marathons or events that create extended road closures.
- **Strategic Scheduling:** Aligning high-value events and existing recurring events creates a seamless, diverse calendar that fosters community engagement without overloading the space.

#### 4.2.4 [6] TENTATIVE SCHEDULE FOR SPECIAL EVENT LIAISON UPON CONTRACT APPROVAL

- **PHASE 1 (0-90 DAYS):**
  - Meet with the Parks & Recreation Department to fully understand the depth of service scope and expectations of the role and develop a guideline of parameters.
  - Assess recurring events, refine the event cap structure, and introduce rotational programming.
  - Create an onboarding process and all documents for current and prospective outside event organizers with guidelines and standard operating procedures.
  - Create an Event Organizer Fee Program for Parks Staff and Commission review.
- **PHASE 2 (30+ DAYS)**
  - Focus on compliance oversight for all outside events, coordinating with organizers to align events with LOOP and Galt standards and City expectations.

[ Approach to Scope of Services: Special Event Liaison, end of section ]

#### CURRENT WORKLOAD

As the current contractor for Las Olas Oceanside Park, we bring four years of proven success in activating community spaces with high-impact, community-driven programming. Our well-established systems, experienced team, and refined processes enable us to manage LOOP's ongoing activities seamlessly while dedicating focused, thoughtful attention to the unique needs of the Galt/North Beach area.

With these resources in place, we're positioned to integrate the Galt project smoothly into our workload, applying the same mindful and strategic activation approach that has consistently engaged and inspired the LOOP community. Our commitment to quality and community connection ensures that the Galt area will receive the same level of dedication and expertise, creating a vibrant and sustainable destination.

END OF SECTION 4.2.4

#### 4.2.5 | REFERENCES

With over 14 years of dedicated service to the City of Fort Lauderdale, including 10 years with the Beach Business Improvement District and four years as the Open Spaces Coordinator for the Parks & Recreation Department, our focus has remained exclusively on Fort Lauderdale. As a result, we are unable to provide non-City project references within the RFP's scope of service of public space activation.

Instead, we offer project references from our firm's other services in brand development, creative, and event planning. Also included are letters of recommendation from City stakeholders—residents, businesses, nonprofits, and community associations, including those in the Galt/North Beach area—further support our commitment to Fort Lauderdale's growth and our expertise in destination marketing, event programming, sponsorship, and public space activation.

#### **Keith Willard**

**Title:** President, Keith Willard Events

**Phone:** (754) 214-3537

**Email:** keith@keithwillardevents.com

**Year the Project was Completed:** Oct 2019 – Nov 2020; ongoing support

**Total Cost of the Project:** \$25,000; actual \$25,000

**Description Of Work:** When Keith Willard Events needed a fresh direction, Keith turned to me upon a recommendation from a previous client. Although his event planning business had gained multiple awards, he felt his brand lacked the impact to break through in a competitive market. Together, we embarked on a complete brand transformation to elevate his image and accelerate growth.

The project included a detailed brand analysis, logo redesign, and the development of a refined website that better reflected his expertise. We sourced compelling imagery and crafted taglines, programmatic content and copy to capture his vision. To maintain a cohesive brand identity across all platforms, I created customized email signatures, social media templates, print ads, and integrated podcast elements for his emerging show, *Behind the Veil*, a concept we launched as part of his growth strategy. Today, *Behind the Veil* has become a syndicated success, receiving multiple awards and drawing world-renowned event planners, Monte, David Tutera, Colin Cowie and others as guests. Keith's business now stands out with a bold brand that showcases his talent, making him a recognized leader in the event planning space.

#### **Dawson Pritchett**

**Title:** Former Manager, Sports & Entertainment, Visit Lauderdale

**Phone:** (407) 761-7699

**Email:** dawson@air.show

**Year the Project was Completed:** January 2020

**Total Cost of the Project:** Cost to Visit Lauderdale \$0. Est \$70,000; Act \$68,804.

**Description of Work:** As a member of the Visit Lauderdale Marketing Advisory Committee, I was approached by Mr. Pritchett on behalf of Visit Lauderdale as an inquiry to capitalize on Super Bowl 54 in Miami. With only four weeks until the big game, I created a concept "Raised In the 954" and an event which focused on the significant number of Broward County high school football players who made it to the NFL. Mr. Pritchett pitched the concept to the Miami Super Bowl Host Committee, who found value as a sanctioned event within their schedule.

Working with no funds from Visit Lauderdale, we quickly pitched sponsors to raise the estimated \$70,000 budget needed to create a three-day immersive weekend, which kicked off with a Friday Night concert honoring National High School Champion Team, St Thomas Aquinas Raiders. The event brought together 14 local community partners, 5 high school marching bands, 3 arts and health and wellness organizations

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and 9 local businesses, to present a family friendly weekend focused on the youth movement in the City of Fort Lauderdale. Our team handled every aspect of the event, including site logistics and city required police and fire department services, permitting, partner activations, vendor procurement, all creative, public relations and marketing.

Attended by well over 20,000 throughout the weekend, the event, sponsored in major part by the City of Fort Lauderdale BBID and Florida Power and Light, generated much buzz for Fort Lauderdale, garnering over 35 media placements and an estimated 9.4 million media impressions, including the cover of the Sun-Sentinel twice.

**Matt Pena**

**Title:** Former Account Director, GMR Marketing, representing Humana

**Phone:** (262) 492-1823

**Email:** matt@thestoryhouse-la.com

**Year the Project was Completed:** May 2022

**Total Cost of the Project:** \$20,000; Actual \$15,000 with \$5,000 donation to LOOP

**Description of Work:** In 2022, independent of our work with as the Fort Lauderdale Beach Open Spaces Coordinator, I was retained by GMR by way of an introduction by Visit Lauderdale, to work with the GMR team to help coordinate their activation for Humana, the title sponsor of the National Senior Games. In a consultancy role, we managed their \$20,000 overall budget to create an activation plan and coordinate all logistics, including permitting and local vendor contracting, activation coordination and brand ambassador management with their team. Coming in under budget at \$15,000, to produce a concert, movie night and health and wellness experience, we in turn waived our company fees to transition the \$5,000 balance into a legacy grant for Las Olas Oceanside Park to further Humana's reach post event.

**LETTERS OF SUPPORT, PAGES**

**Chad Larabee**, Lead Producer, Junto Ent., Pixar Putt

E: chad@juntoent.com

**Fred Nesbit**, President, Galt Mile Community Association

E: fnesbitt911@gmail.com

**Kyle Smith**, VP Sales, Air•Show, Fort Lauderdale Air Show

E: kyle@air.show

**Matt Pena**, Account Director, Story House L.A

E: matt@thestoryhouse-la.com

**Michael and Michele Penrod**, Co-owners, Elbo Room

E: mike@mikepenrod.com

**Cathy Vassallo**, President, North Beach Business Association

E: cathy@fishtaleson33rd.com

**Rozeta Mahboubi**, Regional Director, FRLA Broward Chapter

E: rmahboubi@frla.org

**Tammy Holder**, Broward Center Performing Arts / Spotlights

E: tholder@browardcenter.org

**Vanessa Apotheker**, President, Tarpon River Civic Assoc

E: vanessa.apotheker@gmail.com

**Von Freeman**, Director of Events & Experiences, Audacy

E: von.freeman@audacy.com

**William Brown**, President, Central Beach Alliance

E: dtbb@sbcglobal.net

END OF SECTION 4.2.5

# JUNTO

ENTERTAINMENT

November 4, 2024

To Whom It May Concern,

This letter is to enthusiastically support rAv Communications in their application to continue as the Open Spaces Coordinator for Fort Lauderdale Beach. As Lead Producer and Creative Director at Junto Entertainment I had the pleasure to work closely with Ari and her team when I brought Pixar Putt to the LOOP in early 2023.

From site assistance, permitting, and staff support to public relations, marketing, and connecting us with local resources, rAv Communications ensured that every detail was carefully coordinated. This level of experience is especially relevant as the new RFP scope includes oversight of outside event organizers—a capacity in which they have already proven their effectiveness and professionalism.

I wholeheartedly support their continued role as Open Spaces Coordinator and believe they will bring the same level of dedication and success to future projects in Fort Lauderdale.

**Sincerely,**



Chad Larabee  
Lead Producer + Creative Director  
Junto Entertainment, Pixar Putt

# GALT MILE COMMUNITY ASSOCIATION, INC.

Fred Nesbitt, President and Chairman  
Paul Sarelakos, Vice President  
Fern McBride, Secretary  
Ed Hashek, Treasurer  
Dirs: Ralph Hamaker, Jim Madgett

2805 E. Oakland Park Blvd, #490  
Fort Lauderdale, FL 33306  
(954) 881-2842  
galtmile.com  
facebook.com/galtmilecommunity

November 11, 2024

City Parks and Recreation Department

**RE: RFP for activating open space areas**

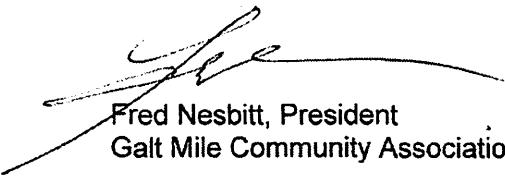
I understand the Parks and Recreation Department is soliciting proposals (RFP) from qualified professional firms, to provide management, coordination, and staffing to support the City's Parks and Recreation Department in activating open space areas. I believe one of the areas being considered is the Galt Mile restaurants and shops.

As President of the neighborhood association (Galt Mile Community Association), we are excited about showcasing the Galt Mile neighborhood and all it has to offer.

I had the opportunity to speak with Arianne Glassman regarding this project. She shared with me some of her past work, and we talked briefly about the possibilities for a neighborhood such as ours. I am extremely impressed with her work, visions and planning. I find her very easy to discuss ideas and share information. I like the fact she is not trying to tell us what to do – but is soliciting input and learning about the uniqueness of the neighborhood.

The Galt Mile Community Association strongly supports her application for this RFP. I think that working together, we can accomplish our goal of making the Galt Mile a destination neighborhood. I like her concept:

**"Gather at the Galt" for Good Times, Artistic Expression, Libations, Tastes, and Tunes.**



Fred Nesbitt, President  
Galt Mile Community Association

Members: Berkley South • Caribe • Commodore • Continental • Coral Ridge Towers Original • Coral Ridge Towers East • Coral Ridge Towers North • Coral Ridge Towers South • Edgewater • Arms • Faustina Hand • Collier • Galt Ocean Club • Galt Towers • Hampton Beach Club • L' Eugene Residences • L'Ambiance Beach • L'Hermitage I • L'Hermitage II • L'Hermitage Common • Margaritaville • Ocean Club • Ocean Sky • Ocean Almond • Ocean Current • Plaza del Mar • Plaza del Sol • Plaza East • Plaza South • Regency South • Regency Tower • Riviera • Royal Ambassador • Southpoint • Vizcaya • Warwick •

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11/13/24

To Whom It May Concern,

On behalf of the Hollywood Arts Committee, I am pleased to support rAv Communications in their application to continue as the Open Spaces Coordinator for Fort Lauderdale Beach. We have collaborated with rAv Communications on two artist showcases for Caribbean American and Hispanic Heritage Month, and their professionalism and expertise in event coordination and marketing have made these events a great success.

With the expansion of this role to include programming for the Galt area, we see exciting opportunities to grow these showcases further, creating even more visibility and opportunities for artists.

Sincerely,

Joshua Naville, Co-Founder  
Hollywood Arts Committee

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RE: Letter of Support for Arianne Glassman, rAv Communications, City of Fort Lauderdale Open Spaces Coordinator

To Whom It May Concern,

I am pleased to support Arianne Glassman, and rAv Communications, whose brand development and public space programming work has significantly enhanced Fort Lauderdale Beach's reputation as a top destination. During my time as Senior Vice President of Marketing and Communications at Visit Lauderdale, we collaborated extensively to integrate BBID-sponsored activations into broader campaigns, spotlighting key experiences at Las Olas Oceanside Park and beyond.

Together, we worked on several impactful initiatives:

- **COVID-19 Outreach and Clean & Safe Pledge:** Arianne coordinated outreach to enroll over 80 beach businesses, supporting the citywide effort to build confidence in safe travel and business practices.
- **Signature COVID-19 Video Campaign:** To inspire travelers to return post-lockdown, Arianne developed, self-funded, and managed a video campaign capturing the area's resilience and community spirit.
- **"Everyone Under the Sun" Brand Integration:** Arianne expanded this campaign to promote The LOOP as a vibrant hub for diverse, inclusive experiences.
- **Pet-Friendly Travel Initiative:** Arianne's "Tour with Teddy" series and the "Fur the Love Pet Fest" reinforced Fort Lauderdale's appeal as a pet-friendly destination.

Throughout our collaboration, Arianne also developed campaigns such as the "Love is Love" anniversary and the Valentine's Day Vow Renewal, strengthening the area's identity as an inclusive community. I can attest to Arianne's unique ability to manage multi-stakeholder projects and deliver high-impact programming. Her dedication and expertise make her exceptionally suited to meet the objectives outlined in this RFP.

Sincerely,

Kara Franker, JD, CDME

President and CEO, Visit Florida Keys

(305) 321-3929

[kara@fla-keys.com](mailto:kara@fla-keys.com)

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November 8, 2024

To Whom It May Concern,

I am pleased to provide a letter of support for Arianne Glassman and rAv Communications, with whom I collaborated on two major activations while managing the Humana and Good Foods accounts. Arianne and her team's expertise in event logistics, community engagement, and brand visibility made each project a success and maximized the value of our sponsorship investments.

In 2022, as Account Director for GMR Marketing, I managed the Humana account during the National Senior Games. rAv was integral in executing the local activation, managing a \$20,000 budget with impressive attention to detail and strategic insight. They handled local logistics, permitting, and event coordination, ensuring Humana's brand objectives were met through creative, engaging activities that resonated with the senior athlete demographic. Their coordinated efforts—from branded movie nights and a tribute concert to yoga sessions and cooking demos—created an inviting and memorable experience for attendees. Additionally, they coordinated on-site supply storage, staff accommodations, and data capture, helping us exceed Humana's marketing goals. The legacy grant from the sponsorship balance further enhanced Fort Lauderdale Beach's community offerings.

Following my transition to Story House in Los Angeles, Arianne and her team once again delivered an outstanding activation for Good Foods during the 2024 Caribbean American Heritage Month (CAHM) celebrations at Las Olas Oceanside Park. Working with a \$2,500 budget, they provided Good Foods with extensive visibility, securing prominent sponsor recognition, media coverage, and onsite activation space. The overall CAHM campaign, which included Good Foods activations, generated over 42 million impressions and a publicity value exceeding \$2.3 million through a press release, dedicated social media content, and placements across partner platforms. Additionally, they tailored a digital strategy featuring bounce-back coupon offers linked to a custom recipe page, extending our brand's reach with innovative engagement tactics.

Arianne and her team's dedication, creativity, and local expertise make her a valuable market expert. Our ongoing conversations about future projects speak to her effectiveness as a partner who delivers meaningful community impact and brand success.

Sincerely,  
Matt Peña  
Former Account Director, GMR for Humana  
Current Account Director, Story House for Good Foods  
Phone: (262) 492-1823  
Email: [mpena@thestoryhouse-la.com](mailto:mpena@thestoryhouse-la.com)

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Dear City of Fort Lauderdale,

On behalf of the North Beach Restaurants and Shoppes Business Association, we are writing to express our strong support for the rAv Communications' application to be the Open Spaces Coordinator for North Beach area at the Galt (NOBE Galt). We believe the proposed project and this initiative is crucial for transforming our area into a vibrant destination that reflects the unique identity of our community.

The proposed program will enhance local business visibility and generate sustainable funding for community events. By fostering collaboration among local merchants and residents, we can create shared experiences that promote pride and connectivity. Events like night markets, art festivals, and cultural celebrations will not only strengthen our community but also drive foot traffic to our businesses.

We are particularly excited about the strategic marketing campaign that will highlight NOBE Galt as a welcoming space for both residents and visitors. The phased approach to activation ensures that community needs are prioritized, making NOBE Galt a thriving hub for recreation and connection.

In conclusion, we wholeheartedly support the rAv Communications' application and look forward to collaborating with the City of Fort Lauderdale to bring this vision to life.

Thank you for your consideration.

Sincerely,

Cathy Vassallo, president

*Board of Directors, North Beach Restaurants and Shoppes Business Association*

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# FLORIDA RESTAURANT & LODGING ASSOCIATION

BROWARD CHAPTER

November 13, 2024

To Whom It May Concern,

On behalf of FRLA Broward, I am pleased to support rAv Communications in their application to continue as the Open Spaces Coordinator for Fort Lauderdale Beach. Over the past four years, FRLA has been a proud sponsor of the annual Pumpkins & Palm Trees Pie Baking Competition, which invites Broward County culinary students to showcase their talents and compete for the title of "Best Pie in Broward."

rAv Communications has consistently demonstrated its commitment to youth engagement and community enrichment through this event. Coordinating a media plan and inviting a judging panel of local media representatives has amplified the event's visibility across the region. Their professionalism, dedication, and collaborative approach have made this competition a highlight for students, teachers, and the community.

We fully support their continued role as Open Spaces Coordinator and look forward to seeing the positive impact they will continue to have.

Sincerely,

*Rozeta Mahboubi*

---

Rozeta Mahboubi  
Regional Director  
FRLA Broward Chapter

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**BROWARD  
CENTER FOR THE  
PERFORMING ARTS®**

November 7, 2024

To Whom It May Concern,

On behalf of the Broward Center Spotlights, I am pleased to offer our support for rAv Communications' application to continue as the Open Spaces Coordinator for Fort Lauderdale Beach.

Over the years, we have partnered with rAv Communications to bring the Spotlights' youth performances to events like Pumpkins and Palm Trees, Broadway at the Beach, and various holiday celebrations at Las Olas Oceanside Park.

Through this partnership, rAv Communications has created invaluable opportunities for our young performers to connect with the community, while also making generous donations to the development of our program.

Their dedication to youth engagement, arts, and community-centered programming has enriched the lives of our young performers and the broader Fort Lauderdale community.

We wholeheartedly support their continued role as Open Spaces Coordinator and look forward to future opportunities to work together in support of youth and the arts.

Sincerely,

Tammy Holder

Artist-in-Residence

[tholder@browardcenter.org](mailto:tholder@browardcenter.org)



November 11, 2024

To Whom It May Concern,

As a resident of the City of Fort Lauderdale, and on behalf of the Tarpon River Civic Association, I am pleased to support rAv Communications' application to continue as the Open Spaces Coordinator for Fort Lauderdale Beach.

Our family has attended the Friday Night Sound Waves concert series and many other events led by rAv Communications since their start in bringing events to the Fort Lauderdale area in 2015. Their commitment to creating vibrant, family-friendly programming has been a wonderful asset to our community.

As the District 4 Representative for the Council of Fort Lauderdale Civic Associations (CFLCA), I can attest to the lasting impact rAv Communications has made in bringing our neighborhoods together through music, arts, and seasonal events at Las Olas Oceanside Park. Their dedication to our residents has strengthened our sense of community, making the park a place we can all enjoy and be proud of.

With the new contract expanding to include the North Beach and Galt Shoppes areas, as well as oversight of external event organizers, I am confident that rAv Communications will continue to deliver quality events that meet the high standards our community deserves.

Sincerely,

A handwritten signature in black ink that reads "Vanessa Apotheker".

Vanessa Apotheker  
Resident, City of Fort Lauderdale  
President, Tarpon River Civic Association  
District 4 Representative, Council of Fort Lauderdale Civic Associations

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From: Von Freeman, Director of Events & Experience Audacy Media

RE: Letter of Support for Open Spaces Coordinator

To Whom It May Concern,

I am writing to offer my strong support for Arianne Glassman and rAv Communications in their application for the Open Spaces Coordinator position for Fort Lauderdale Beach.

My partnership with Ms. Glassman began in 2016 when she approached our team at Entercom Radio to explore sponsorship opportunities for the Friday Night Sound Waves concert series. At the time, we were rebranding our station, 102.7 The Beach, and also looking to launch a music festival to coincide the same year.

Ms. Glassman's foresight and genuine understanding of Fort Lauderdale's potential led her to propose Fort Lauderdale Beach as the ideal venue for what would become the Riptide Music Festival. Her initiative to connect us with the Beach Business Improvement District (BBID) and facilitate the necessary funding to launch Riptide helped turn a promising idea into a reality. Without her initial outreach and determination, this longstanding partnership would unlikely have been established. Riptide Music Festival alone has generated millions in economic activity and, during our eight-year run, become a staple for locals and visitors.

Beyond the festival, Ms. Glassman's commitment to creating quality programming for Fort Lauderdale Beach is evident in her ongoing collaboration with our station, now under the Audacy flagship. The partnership she cultivated has expanded over the years to include creative integrations like live broadcasts with musicians performing in-studio before concerts, appearances by our station personalities, and activations that enhance the attendee experience at LOOP events. Through this relationship, rAv Communications has consistently created added value for the community and our station, resulting in impactful events and invaluable in-kind media support that strengthens our connection to the Fort Lauderdale audience.

This collaboration speaks to Ms. Glassman's dedication to elevating Fort Lauderdale Beach as a premier destination and her vision for building partnerships that create lasting value for the entire community. I firmly believe that her continued leadership as Open Spaces Coordinator will foster even more growth and success for Fort Lauderdale Beach and the newly added expanded areas of the Galt / North Beach area.

Sincerely,  
Von Freeman  
Director of Events & Experiences  
[Von.freeman@audacy.com](mailto:Von.freeman@audacy.com)  
818-297-4127  
Audacy (formerly Entercom / CBS Radio)

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**Central Beach Alliance**  
Your Beach. Your Voice. Your Vote.

City of Fort Lauderdale  
Attn: Procurement Services  
1 East Broward Blvd. Suite 444  
Fort Lauderdale, FL 33301

November 12, 2024

RE: Letter of Support for Open Spaces Coordinator

To Whom It May Concern,

On behalf of the Central Beach Alliance (CBA), I strongly support Arianne Glassman and the team at rAv Communications for the Open Spaces Coordinator contract position.

For the past 10 years, Ms. Glassman's extensive involvement with the Beach Business Improvement District has been unwavering, with the last four overseeing the activation of Las Olas Oceanside Park. Ms. Glassman has always shown our beach community a willingness towards achieving quality programs and events that align with the community's needs and improve the quality of life for all Fort Lauderdale residents.

Here are some examples of programs & events the CBA has witnessed first-hand with much success due to Ari's involvement:

- **Friday Night Sound Waves Concert Series:** This popular, resident-friendly concert series has brought the community together regularly and continues to be a highlight event that fosters a sense of safety and camaraderie among residents and visitors alike.
- **Weekend Markets and Seasonal Events:** Residents enjoy the local markets and seasonal festivities that Ms. Glassman and her team have organized, including family-oriented events like Shakespeare in the Park, movie nights, and family-friendly holiday gatherings. These events consistently bring added vibrancy and engagement to the area.
- **Management of Larger Activations:** When significant events such as the Alfa Romeo F1 Experience, Pixar Putt, The Rink, the Visit Lauderdale Food and Wine Festival, and upcoming activations like the Grand Prix 2025 were introduced, Ms. Glassman worked diligently to ensure they aligned with resident interests by addressing traffic congestion, noise control, and overall value to the community.
- **Hurricane Relief Drives:** Ms. Glassman's efforts have extended beyond regular programming; she has organized hurricane relief drives that encourage residents to volunteer and donate supplies, strengthening community bonds and making a positive difference in times of need.

Additionally, Ms. Glassman has taken proactive measures to ensure continuous communication with CBA members, attending commission agenda review meetings and providing regular updates at Chamber Beach Council meetings. Her responsiveness to resident feedback and her proactive approach to addressing concerns have made her an invaluable liaison between our community and the city, ensuring all events remain in compliance with city regulations.

Given Ms. Glassman's history and performance record, please consider her proposal to have strong support from the CBA. If awarded, we will continue to work together as community stakeholders in a collaborative approach to achieving successful outcomes that make Fort Lauderdale Beach a vibrant community and an international tourist destination.

Sincerely,

*William Brown*

President

112 N. Birch Road #201  
Fort Lauderdale, FL 33304  
cbaftl.com

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#### **4.2.6 | MINORITY/WOMEN (M/WBE) PARTICIPATION**

Although A&R Enterprises of South Florida Inc. has been majority woman-owned since incorporation in 2002 and solely woman-owned since 2013, it is not registered as a woman-owned business in Florida. We have taken measures to receive certification through the SBA and will provide it upon request at the time of a contract award.

#### **4.2.7 | SUBCONTRACTORS**

From the start, our business model has been to hire experts in their respective fields to fill gaps in skills, contacts, and time, allowing us to give clients the best-in-field professionals to complete a project. I hereby submit for review the following professional firms' assigned tasks based on the Open Spaces Coordinator contract needs.

##### **Durée & Company: Strategic Public Relations**

President, Duree Ross | Account Manager, Abbie Lipton

Fort Lauderdale-based Durée & Company has been a vital PR partner for LOOP since 2021, driving visibility and engagement through strategic media outreach and community-focused storytelling. With nearly 25 years of expertise, Durée & Company continues to amplify LOOP's brand, achieving impressive results and high ROI. Their ongoing efforts connect LOOP with diverse audiences, strengthen our cultural presence, and solidify its reputation as a Fort Lauderdale community cornerstone.

##### **Bright Pink Agency: Reliable Web Solutions and Technical Support for LOOP**

President and CEO, Madaline lordache | Chief Technology Officer, Jonie lordache

Based in Coral Springs, Bright Pink Agency has been LOOP's trusted website development and technology partner since the site's inception. With over 15 years of collaboration on various projects, Bright Pink has provided seamless web solutions, ongoing updates, and dependable hosting services that align with LOOP's mission. Known for their purpose-driven approach and commitment to clarity, Bright Pink Agency ensures LOOP's digital presence remains accessible, engaging, and aligned with our community-focused goals.

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) A & R Enterprises of So FL, Inc. dba rAv Communications EIN (Optional): 02-0637901

Address: 612 SW 13th Ave

City: Fort Lauderdale State: FL Zip: 33312

Telephone No. 954-205-8754 FAX No.: \_\_\_\_\_ Email: Ari@ravcommunications.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>						
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Arianne Glassman

Name (printed)

November 13, 2024

Date

Arianne Glassman  
Signature

President

Title

CAM #25-0161  
Exhibit 3  
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revised 09-2022



### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

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RELATIONSHIPS

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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Arianne Glassman  
Authorized Signature

Arianne Glassman

Name (Printed)

President

Title

November 13, 2024

Date

CAM #25-0161

Exhibit 3  
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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Arianne Glassman  
Authorized Signature

**Arianne Glassman, President**

Print Name and Title

November 13, 2024

Date



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(2) \_\_\_\_\_ is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(3) \_\_\_\_\_ is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
~~A & R Enterprises of So. FL, inc~~  
Business Name

(6) \_\_\_\_\_ is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
A & R Enterprises of So. FL, inc.  
Business Name

BIDDER'S COMPANY: A & R Enterprises of So. FL, inc dba rAv Communications

AUTHORIZED COMPANY PERSON: Arianne Glassman Arianne Glassman 11/13/24  
PRINT NAME SIGNATURE DATE

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## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) \_\_\_\_\_ is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) \_\_\_\_\_ is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) \_\_\_\_\_ is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) A & R Enterprises of So. FLA, inc \_\_\_\_\_ is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

**BIDDER'S COMPANY:** A & R Enterprises of So. FL, inc dba rAv Communications

**AUTHORIZED COMPANY PERSON:** Arianne Glassman Arianne Glassman 11/13/24  
**PRINT NAME** **SIGNATURE** **DATE**

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Forms Non-ISO Revision 03/2022  
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### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**A & R Enterprises of So FL, inc. dba rAv Communications**

Company Name

**Arianne Glassman**

Name (Printed)

*Arianne Glassman*  
Signature

**President**

Title

**November 13, 2024**

Date

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Rev. 09/2022  
Exhibit 3  
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### E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: RFP Event No. 368

Project Description:

City of Fort Lauderdale Open Spaces Coordinator

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: A & R Enterprises of So FLA, inc

Authorized Company Person's Signature: January Lassner

Authorized Company Person's Title: President

Date: November 13, 2024

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**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Ariane Glassman Title: President

Entity: A&R Enterprises of SOFL, Inc  
dba rAv Communications

Signature: Ariane Glassman Date: November 13, 2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14 day of NOV 2024 by ARIANNE GLASSMAN, as

President for rAv Communications, who is

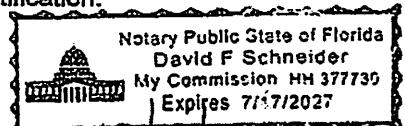
personally known to me or who has produced FL PROJECTS as identification.

Notary Public Signature: David F. Schneider

(Notary Seal)

Print Name: David F. Schneider

My commission expires: 07/17/2027





## DEPARTMENT OF FINANCE – PROCUREMENT

## ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of A+R Enterprises of SoFL dba rAV Communications a Florida (State) For Profit Business (Type of Entity), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Arianne Glassman.
2. I am an ✓ officer or        authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Arianne Glassman

Name of Officer or Representative: Arianne Glassman Title: President

Office Address: 612 SW 13th Avenue, Fort Lauderdale 33312

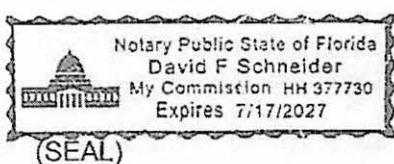
Email Address: Ariane.m@communications.com

Main Phone Number: 954-205-8754 FEIN No.: 02-0637901

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STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 14 day of Nov, 2024, by ARIANNE GLASSMAN



David F Schneider  
(Signature of Notary Public – State of FL)

David F Schneider  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known        OR Produced Identification ✓  
Type of Identification Produced FL DRIVERS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(es) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Larry Spilker ext 203	
Pro Insur, Inc dba Campbell Risk Management 9995 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203		PHONE (A/C. No. Ext): 317-848-9075 FAX (A/C. No.): 317-848-9093	
		E-MAIL: lspilker@campbellrisk.com	
		ADDRESS: INSURER(S) AFFORDING COVERAGE	
		HANOVER INSURANCE GROUP	NAIC # 22292
INSURER		INSURER A:	
A&R Enterprises of SO FL Inc. dba/ The MKT at Las Olas Oceanside Park 1518 Garfield Street Hollywood Florida 33020		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	AAM8240 LHW D481967 - 02	10/12/2024	10/12/2025	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)						\$ 100,000	
	GENL AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER						MED EXP (Any one person)	\$ 5,000
	PERSONAL & ADV INJURY						\$ 2,000,000	
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE	\$ 4,000,000
	PRODUCTS - COMP/OP AGG						\$ 4,000,000	
	UMBRELLA LIAB  EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE	\$
	DED RETENTION \$						AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	T/N N/A					PER STATUTE	OTHE- R
	E.L. EACH ACCIDENT						\$	
							E.L. DISEASE - EA EMPLOYEE	\$
	E.L. DISEASE - POLICY LIMIT						\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

## CERTIFICATE HOLDER

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

*John C. Campbell*

CAM #25-0161

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# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**A& R Enterprises of So FL, inc**

2 Business name/disregarded entity name, if different from above.

Print or type.  
See Specific Instructions on page 3.

**rAv Communications**

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor    C corporation    S corporation    Partnership    Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)  
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

**612 SW 13 Avenue**

6 City, state, and ZIP code

**Fort Lauderdale, FL 33312**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
- <input type="text"/>		
or		
Employer identification number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person**

**Date**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CAM #25-0161

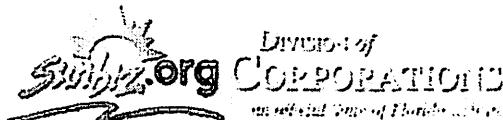
Form W-9 (Rev. 3-2024)  
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Cat. No. 10231X

CAM 26-0067

Exhibit 2

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

## Detail by Officer/Registered Agent Name

Florida Profit Corporation  
A & R ENTERPRISES OF SO. FL INC.

Filing Information

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Last Event CANCEL ADM DISS/REV  
Event Date Filed 10/24/2005  
Event Effective Date NONE

Principal Address

612 SW 13th Avenue  
FORT LAUDERDALE, FL 33312

Changed: 11/08/2024

Mailing Address

612 SW 13th Avenue  
FORT LAUDERDALE, FL 33312

Changed: 11/08/2024

Registered Agent Name & Address

GLASSMAN, ARIANNE  
612 SW 13th Avenue  
FORT LAUDERDALE, FL 33312

Name Changed: 04/26/2012

Address Changed: 11/08/2024

Officer/Director Detail

Name & Address

Title President

GLASSMAN, ARIANNE  
612 SW 13th Avenue  
FORT LAUDERDALE, FL 33312

Title Chief Operations Officer

Mayo, Malcom  
6952 SW 38 Street  
#C101  
Davie, FL 33314

Title Director

Wieland, Jenna Dianne  
1560 SW 23rd Avenue  
Fort Lauderdale, FL 33312

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CAM 26-0067

Exhibit 2

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## REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:	Keith Willard Events
Address:	3036 S Oakland Forest Dr #2701, Oakland Park, FL 33309
Contact Person:	Keith Willard
Title:	President
Phone #:	(754) 214-3537
Email:	keith@keithwillardevents.com
Contract Value:	\$25,000
Year(s):	2020
Description:	Brand Development, Logo Creation, Website Development, Copywriting, Advertising, Social Media

Company Name:	Formerly, Visit Lauderdale
Address:	N/A
Contact Person:	Dawson Pritchett
Title:	Former Manager Sports & Entertainment
Phone #:	(407) 761-7699
Email:	dawson@air.show
Contract Value:	Pro Bono; self produced through outside sponsorship
Year(s):	2020
Description:	Creation, coordination, sponsorship and activation services for Broward County's only sanctioned Miami Super Bowl 54 Community Celebration Event

Company Name:	Former: GMR Marketing; Presently Story House L.A.
Address:	12777 W Jefferson Blvd., Bldg C, Los Angeles, CA 90066
Contact Person:	Matt Pena
Title:	Account Director
Phone #:	(262) 492-1823
Email:	matt@thestoryhouse-la.com
Contract Value:	\$20,000
Year(s):	2022
Description:	Brand activation and management services for client, Humana, presenting sponsor of the National Senior Games

# Event Response 368-0 - Open Spaces Coordinator

Company: 10

Event: 368-0 - Open Spaces  
Coordinator

Status: Submitted

Event Currency: USD

Supplier Group: COFL

Supplier: 27 - A&R Enterprises  
of So FL, inc

Supplier Contact: 1 - Arianne  
Glassman

Response USD  
Currency:

## Event Questions

### 1. Did you complete the required forms?

Required Forms.pdf (application/pdf)

Yes or no required; both text and attachment are required

\* Answer: 1^All Forms Are Uploaded

Title: RFP Event 368.pdf \* Attach document: RFP Event 368.pdf (application/pdf)

### 2. Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached - Anti-Human Trafficking Affidavit Per Florida Statute 787.06 (2024), (13).

Florida Statute 787.06 (2024), (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

8. Anti-Human Trafficking Affidavit.pdf (application/pdf)

Response is required

\* Answer: Yes

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Exhibit 3  
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# Line Responses For Event # 368-0

Company: 10

Event #: 368-0

Event Name: Open Spaces Coordinator

Supplier Group: COFL

Supplier: 27

Supplier Name: A&R Enterprises of So FL, inc

Supplier Contact: 1

Supplier Contact Name: Arianne Glassman

## Line Responses

Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
*1	OPEN SPACES SERVICES	OPEN SPACES SERVICES		Annual Fee	1.0000	1.0000	YR	115,000.000	No	No		Yes	No	No